



***Lake Ashton***

***Community Development District***

**Mike Costello, Chairman**

**Borden Deane, Vice Chairman**

**Bob Ference, Assistant Secretary**

**Robert Plummer, Assistant Secretary**

**Harry Krumrie, Assistant Secretary**

**November 18, 2019**

# Lake Ashton

## Community Development District

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November 8, 2019

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 on **November 18, 2019 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida 33859.** Following is the agenda:

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting*)
4. Approval of the Minutes of the October 21, 2019, October 24, 2019, and October 30, 2019 Meetings
5. Engineer's Report
6. Unfinished Business
7. New Business and Supervisors Requests
  - A. Review and Ranking of RFQs for Engineering Services
  - B. Consideration of **Resolution #2020-01** Amending the Fiscal Year 2019 General Fund Budget
8. Monthly Reports
  - A. Attorney
  - B. Community Director
    - 1) Monthly Report
    - 2) Consideration of Handicap Door Opener Quotes
    - 3) Consideration of Quotes to Replace Portico Lights
    - 4) Ratification of Card Room Chairs Surplus
  - C. Field Operations Manager - Monthly Report
  - D. CDD Manager
9. Financial Reports
  - A. Approval of Check Run Summary
  - B. Combined Balance Sheet
10. Public Comments
11. Adjournment

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, October 21, 2019 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello	Chairman
Borden Deane	Vice Chairman
Robert Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present:

Jillian Burns	Governmental Management Services
Andrew d'Adesky	District Counsel
Jan Carpenter	District Counsel
Rey Malave	District Engineer
Christine Wells	Community Director
Matt Fisher	Field Operations Manager
Sarah Sandy	Hopping, Green & Sams
Numerous residents	

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the roll and established a quorum was present and led the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Mr. Costello: Ok, we need an approval of the meeting agenda.

Mr. Deane: With regards to the agenda under New Business and Supervisor Requests I would like to add an Item C, the restaurant.

Mr. Costello: Ok, anything else?

Mr. Plummer: Should we change the order and have the election?

Mr. Costello: In speaking with the attorney we can't do that.

**THIRD ORDER OF BUSINESS**

**Public Comment on Specific Items on the Agenda** *(speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting)*

Mr. Costello: Public comments and it is on some specific items that are on the agenda.

Mr. Buran: My name is Ronald Buran. I live at 3002 Ashton Palms Drive, Lake Wales. First item is I want to urge the Board to fill the CDD Board vacancy with Steve Realmuto. On his previous appearances where he has asked questions, he has proved to be calm in demeanor. He is very analytical and he is smart. On the second item, I want to give you congratulations on your decision to not participate in the golf course acquisition and I implore you to not reverse on the best decision you have ever made. Owning this golf course would be a disaster waiting to happen and the majority of residents have no interest in paying the enormous and continuing assessments that will be required to operate the 36 hole golf course and we cannot afford to pay. I say this as a person who has lived on a failed golf course. I played on several golf courses that have failed, at least two of them in Charlotte County. Even the courses in Lakeland and Bartow have had difficulties as reported and many of you have probably heard of the Lake Wales County Club. The tax consequences of letting the public play out on this course is not an option in my opinion as reported by the tax assessor.

Mr. Costello: Thank you. Mr. Les Jacobson.

Mr. Jacobson: Good morning. I would also like to talk about the candidates. First of all, I did read all of the resumes and letters that were submitted, and we are very fortunate to have such a high quality and quantity of people that would in fact do a good job. I think maybe one or two not, but it seems like you probably could not go wrong. However, one of the candidates did in fact run for election, put himself out there, and fell just short of votes, Harry Krumrie, which suggests to me that he has a lot of support of a lot of people who voted for him, and I would urge you to choose him, all other things being equal. Next, I would like to address the three members who voted to pull out of the deal on the golf course while all the comments we hear are valid. Those are opposed to it certainly raised good points, but all you have to do is look around the community, what has happened in the last several months with the developers reducing maintenance on

the ponds and what else he is going to do bare minimum. I heard all the excuses or reasons. He didn't give us enough information. Let's wait, wait, wait. He is going to give it to us for nothing if we wait. Let's be realistic, that is a bunch of nonsense. You have spent thousands of dollars of our money getting expert opinions and reports, both of whom came out and gave you every fact and figure you need to make an informed decision. They both suggested that it was feasible and that we can do it even if we have to have a small assessment. The most important thing is protecting our property values. It is not just a golf course. A lot of the money in that golf course operation goes to maintain those items that are really for the benefit of all the homeowners, whether they will admit or not. Even if we do have to pay an assessment, it shouldn't be a number that would hurt anybody in here. I heard \$250 - \$300 a year, whatever it is, it is well worth it. It is proven that if we don't do it, our home values will drop significantly. It is kind of like an insurance policy to maintain our value here. Everybody bought in here because of the way this place looks and the amenities and what we have. You are now beginning to see if we don't do it what will happen. I live on the main pond as you enter the development and there are 24 homeowners on that pond. They now have been circulating a petition they want to maintain this pond by themselves. It will cost us \$400 a home the first shot, and then \$200 thereafter every time they have to come in and do something. We can get the whole golf course and everything for a lot less than that. It just doesn't seem to make sense to me. I don't understand it. I wish you guys would show some leadership, which you haven't done so far. Don't give me that. I have a right to speak.

Mr. Costello: Did I say a word?

Mr. Jacobsen: Yes, sheesh. That is the problem, listen to the people. Secondly, if you won't lead, then follow. At least we have leaders over on the West who are willing to help us out.

Ms. Burns: Your time it up.

Mr. Jacobsen: If you won't lead, then get out of the way. My time is up, so lastly, if you have your home up for sale you should resign from the Board.

Mr. Costello: Margot Stevens.

Ms. Stevens: I live on that lake that he is talking about. His figures are incorrect. However, all I want is to know who is going to take care of it? If we don't do it ourselves

it seems like nobody is interested in taking care of it. You guys haven't done anything about it. It is up to us. I would like very much to have you contribute taking down all those weeds that have grown around the lake. Then, we will take care of the water. We will get all of the hydrilla out of it and all of the other things that are growing. We are going to have a swamp very soon. We are going to have an alligator nest very soon. I'm not anxious for that at. Mr. Costello you are leaning back, folding your arms and looking very smug. I'm sorry, I'm one of those people who live here and have done so since 2003. I would like very much to have you do something about the lakes, not just our lake, all of the lakes. Get on the horn and call. Do something. Keith and I have ourselves gone to all of the facilities we know to go to and you are our best thought because you are in charge. Do something.

Mr. Costello: Thank you. Steve Realmuto.

Mr. Realmuto: Before my three minutes start I really would like to know whether the candidates are going to be provided an opportunity to speak because I did have comments that I submitted a request for to speak on agendas items. If I need to I will provide them, but tell me that, please?

Mr. d'Adesky: We have to discuss that when the item comes up, unfortunately. If anybody is permitted then, everybody has to be permitted to speak.

Mr. Costello: It will be done on an equal basis.

Ms. Burns: You have your time now.

Mr. Realmuto: I guess I will condense my statements. First, my comments on the agenda items, I wanted to point out that we are facing a broad range of important issues, the golf course and continued operation being the foremost among them right now. I understand the CDD II Board was asking you to take several actions today. I don't have time to numerate them but they are very important to address, and hopefully you will be at full strength when you do that. While I like to maintain a healthy skepticism and generally support our acquisition of the golf course lands within our boundaries under the right terms, the devil is always in the details. I do believe we can make it happen if we all had the desire to. I do strongly urge you to oppose any effort to move the boundaries or to give the Winter Haven CDD recreation powers within Lake Wales. As you know that is up for discussion as this has the potential to adversely affect our residents especially those with

homes along Stone Creek Loop and adjoining streets. There are many other primary issues requiring your active leadership. I won't list them, but for these reasons and others, it is essential that you appoint the Supervisor whoever that may be with a broad range of skills, experiences, ideas and historical community knowledge to take an active role on the Board of Supervisors hopefully beginning today. With regard to my candidacy, you have my resume with the skills and experience that I believe are a good match for the Board's needs. In short I'm an engineer for 35 years, technical, financial and business experience together with a long history of community service who brings an open mind and an engineer's discipline to problem solving and management. In Lake Ashton I served three years on the architectural review community. Since coming to Lake Ashton in 2012, I have taken a keen interest in the affairs of our community on many diverse issues. I'm not a one issue candidate. I would like to think that my comments and questions during the public comment portion of meetings that occasionally aided the community as well as given you a chance to know who I am and the kind of Supervisor I might be. I also, as to why you might choose me as opposed to other candidates would be along with the experience in Lake Ashton, I believe I bring the right mix of qualities and new ideas that the Board needs to address the important issues facing us. I also believe that I have an unusual respect and good working relationship with several of the CDD Supervisors that is necessary to get the golf course deal done with acceptable terms to us. That means no acquisition to our CDD beyond normal closing and due diligence expenses that we choose to incur. Ongoing expenses should be limited to maintaining the golf cart paths and ponds that you see are an issue for the benefit of all, guaranteed deeded or easement access to all residents. Thank you for considering me as a candidate.

Mr. d'Adesky: Thank you.

Ms. Burns: Do you have any more public comments?

Mr. Costello: Yes I have one more. Larry Sims.

Mr. Sims: Good Morning. 4169 Stone Creek Loop, Lake Wales. I came in this morning to talk about two issues. One, the appointment of the Supervisor. With regard to that, I am asking you to appoint someone who will vote to combine the East and West CDDs and bring this community together. The savings for this combination, security services, association management and other activities is significant. I heard numbers

anywhere between \$100,000 and \$500,000 but I don't know what it is. I'm sure you probably do. All I want to say is while I know that there is differences between some of you folks up here and the West CDD Board, I don't think the rest of the community shares most of those differences. We all just want to be one community. By the way, people don't know there is a petition in the back of the room to combine the two CDDs and I would recommend that everybody go back and sign that. Second, with regard to the golf course, a couple people have already said what I was planning to say, but first of all, I was really shocked and many others were when this Board a couple months ago voted to walk away from further discussions on the golf course and to cancel the interlocal agreement with the West Board. This was done with no warning and no discussion with the West Board. The West Board evidently has decided to go ahead on its own with an acquisition. This will lead to further divisions and distrust between the two Boards and further divide our community. It is amazing to me that supposedly intelligent people on these two Boards can't agree on whether this is a good deal or not. The only numbers you need which was pointed out earlier you got from the professional people who paid a lot of money to tell us how much it is going to cost to run this golf course. We know how many members we have. We know what the revenue is in the Eagles Nest and the Pro Shop. Crunch the numbers and decide if it is a good deal. If is not then get together with the West, convince them it is not a good deal and walk away from it. If it is a good deal, then let's get together. Heal all the differences between these two Boards and go together as one community. If we don't do this and the West ends up buying this thing on their own and they are responsible for it, this community is going to be forever divided. I wouldn't want the responsibly for that. I hope you folks don't either. Maybe this thing is beyond repair at this point. It wouldn't surprise me, but if it is not, I hope you can come up with some way to heal the community and bring this thing together. Just before I go I have one question. What is the number? What is the worst case of how much it would cost per household if everything was on the negative side, how much is the worst case it would cost every household if we acquire this golf course?

Mr. Deane: We have no idea.

Mr. Sims: We spent over \$100,000 on reports and months and we don't have an answer to that simple question? I'm really disappointed. Thank you.

Mr. Costello: I have no more requests.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the  
September 16, 2019 meeting**

Mr. Costello: We have the approval of the minutes of the September 16, 2019 meeting.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the minutes of the September 16, 2019 meeting were approved.
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**FIFTH ORDER OF BUSINESS**

**Engineers Report**

Mr. Malave: Good morning. I have a couple of things. One, we have been working on the Dunmore outfall pipe system, working on getting one, our permits with S.W.F.W.M.D. We basically have talked to them trying to see how we can get this done with the least amount of permitting efforts. They have requested us to provide a letter of MOT, which requires an application which we have submitted with our drawings. The ones that we have signed we can submit that. I also have received some other options that we want to look at trying to reduce some of the efforts of the engineering construction part of that aspect and third, we are working with our attorney to try and get the easements necessary for being able to have that pipe in that area as it is part of the main pipe coming in on golf course property. Once we have the easements secure we will be able to try and get into that level of being able to authorize our contractor with some of the changes we have made. At the same time also trying to get the letter from the District to say it is approved. With that I will open it for any questions you have on that subject. Bob and I have talked about some options. We are going to go back and see how the calculations work for that.

Mr. Plummer: Thanks for discussing those other options with me and the hydraulics of how that water is going to get away and would not get away. I think we both have a little better understanding about where each one of us was thinking there. I think that going back and looking at a couple of those options may make a significant difference in the cost when we do that.

Mr. Malave: Two things we are trying to achieve just so everybody has a better idea is that if we could reduce the easement needed from the golf course or any work in

there and second minimizing some of the work, any effort to reduce the cost instead of trying to get up there to save time. Those are the two objectives we are trying to achieve here in being able to install this pipe system. The second issue that I have, South West Florida Water Management District has a requirement on all our permits for our storm water permit ponds and lakes and it requires that we do an inspection every seven years. This inspection is due a final report by December of the year. We have coordinated with Matt and Christine on getting our staff out there to start walking every single pond like we have done in previous years. We will create a report that shows how each outfall structure, how each pond is currently existing and then based on that report we will be able to see what any maintenance issues that are required. Then we will be able to do one form which is all they require that says that the system is operating as per our permits. We will be doing that over the next two months. The person that we had just got married so that is why she hasn't started it yet. She is back from her honeymoon next week so hopefully this is a nice surprise for her. She has done it before so she knows the area very well. We are working with the District on other options on getting costs. We have also looked at some of the roadway issues that are out there and inspecting those. Just opening it up if you have any other questions.

Mr. Costello: Litchfield, we were pumping water out of there. Now we went down and took a look at it. Is there any way that we can simply increase the pitch coming out towards either road in order to alleviate the problems that we have there?

Mr. Malave: I don't see any options to be able to do that because it is just difficult. We did provide two options on the being able to put a final structure there. It is just so expensive. Other than grading the slope and having the curb is not really going to effect it because the elevations are just so tight. Right now the water is where it needs to be and it has been as you can tell. We are having a very wet year. It has never happened before. I think you just need to watch it over the next year and see how it works and fluctuates itself. One other option that we talked to Dealtec about over time, fine silk soil kind of covers the bottom of a pond. One option that they had suggested and could be done is you do a scraping of the bottom to kind of get some of that soil mixed a little bit and exposed to the better percolating soil trying to get that silk out. Again it is a major operation and probably the outfall pipes are probably cheaper than doing that. There are

two ponds and they are pretty large. There is just no other way to try to reduce the slopes and the curb to be able to get it to an elevation where it works.

Mr. Deane: Rey, the report on the ponds, is that all ponds on our development?

Mr. Malave: All ponds in the development which are under the permit. It does include some of those in the golf course. Yes, it includes all of them. That is correct.

Mr. Deane: Then we will know what has to be done to all of the ponds including the one that Margo is speaking about correct?

Mr. Malave: That is correct.

Mr. Deane: That is what I wanted to find out.

Mr. Malave: I will make sure she pays special attention to the ones on the north that are not being maintained as well.

Mr. Deane: There is more than one but that one is in bad shape and it is the one that people see when you come into the development.

Mr. Malave: Correct.

Mr. Costello: To clear it up legally other than the ponds that are within Lake Wales we normally take care of. Golf course ponds, legally we cannot do anything with them, am I right or wrong?

Mr. d'Adesky: To the extent that the ponds are part of our stormwater system we can service them for stormwater purposes only for the scope of the permit.

Mr. Costello: I am talking about bringing in Applied Aquatics to enhance the look of it, legally we can't do that.

Mr. Malave: All those things are doable under our current permits including mowing of the side slopes. The key element that's crucial is the maintaining of the pipes coming in and the pipes that control the water going out.

Mr. d'Adesky: To the extent a lot of it for example is private property. We can't be trespassing on that private property and also expending public funds on private property. We are prohibited from doing that.

Mr. Costello: So, what are you saying? This is what I'm saying.

Mr. Malave: There are easements on all the ponds. As long as you stay within those easements, that is all we can do any work. Anything outside of that is private. We cannot do that.

Mr. Costello: I realize that on your part but what I am saying is the one woman, Ms. Stevens I think her name was, she came up and she has a legitimate gripe. I live behind one of the waterways. The only thing being is the fact that people have to come to a realization that legally we cannot fund the cleaning up of these waterways.

Mr. d'Adesky: The esthetics what you are seeing, the landscaping which is the most esthetic part is the part that is typically under private control. The stormwater, it is harder to see that visually then the part that is under private control.

Mr. Costello: Anything else?

Mr. Malave: That is all I have. See you all next month.

## **SIXTH ORDER OF BUSINESS**

## **Unfinished Business**

### **A. Consideration on Appointing a Supervisor to Vacant Board Seat #4**

#### **1) Residents who Submitted Letters of interest: Harry Krumrie, Elizabeth Leigh, Carol Pontious, Steve Realmuto, George Rogers, Trish Safer, Warren Turner, Jack Van Sickle**

Ms. Burns: Do you want me to give an overview of the process just so everybody knows how this will work. This vacant Board seat has a term that is up in November 2022. The person that is appointed to this would serve through the rest of that term. We had eight people who were eligible submit. The names you can see are listed on your agenda. All of them submitted either a resume or some sort of letter of interest or both. The Board has had those for about ten days so they have had the opportunity to review those. It will be up to the Board if you want to allow for further time or ask questions. If you want to just go off the written statements and resumes that were submitted that will be up to you. Once we go through whatever process you would like, how it will work is that we open for nominations. So, let's say one Supervisor wants to nominate Jane Doe and then the next person wants to nominate John Doe, we would then take a vote in the order in which they were nominated. We may only have one person nominated. We may have up to four nominated should all four of you like to nominate somebody. Once we go down and vote in the order in which they were nominated you are looking for the first person to get three votes. The first person who gets nominated gets three votes, that is it, they take the seat. If you say nominated John Doe and he is the second person on the list you would want to vote no on the first person in order to vote yes on the second person. Does that make sense everybody?

Mr. Ference: Does the nomination require a second?

Ms. Burns: No, we just open the floor for nominations. If all four of you essentially wanted to nominate somebody you could. If nobody gets three votes, the seat remains vacant until such time somebody obtains three votes. If there is a two – two tie today, it is possible that we don't appoint that seat.

Mr. d'Adesky: It is unfortunate of course we can't do a secret ballot because this is a public forum. Sunshine Law it all has to be out. Unfortunately that is the process we have to follow. You need to have a majority. It needs to pass just like a motion would pass.

Mr. Costello: Does any Supervisor have a thing that they want to do? Do we want to ask questions or just have them give statements?

Mr. d'Adesky: It might be prudent to open it up. We had one candidate that spoke so I would be prudent to open it up. Give them a set amount of time. Two or three minutes to anyone else that would like to come up and speak if they so choose to do so.

Mr. Costello: Ok I'm going to go in the order they are on this sheet.

Mr. d'Adesky: What amount of minutes? Two or three?

Mr. Costello: Three.

Ms. Burns: Just a note to everyone. It is not a requirement that you be here today in order to be appointed. You can appoint someone who isn't necessarily here as well.

Mr. Harry Krumrie: Good morning. I live at 2311 Ashton Club Drive. I know most of you. I think I know all of you. I have been here since 2005. I have been here as long as most people have been. Last November I ran for Seat #4. It certainly if anything, it proved that I have a large community backing for this position. There was over some 300 votes for me in that election. The other things, you do have my resume and I have certainly offered myself to each of you individually trying to get together and see if you had any questions or anything like that so I think you already know me. With me you are going to get somebody who is very visible in the community. I'm at that restaurant a lot. I'm at the Eagles Nest a lot. I'm on the golf course a lot. I'm just in the community. I'm a handshaker. I want to meet new people. You will see me always. If I were to get on the Board, I'm looking at something like an open forum on Monday mornings after coffee once a month so people can come over and ask questions. As far as my background goes, I was chief financial officer of a small community hospital for twenty something

years. I had a position similar to that before that. Basically everything I dealt with is to see it forward so everything would come before the Board. I have also served on other Boards, lots of other Boards. I served on golf course Boards. I have served for the Salvation Army. I'm community oriented. I will serve you well. I will be honest, and trustworthy. I communicate well. I'm opened minded and I have a lot of fresh ideas. I hope you vote for me.

Mr. Costello: Thank you. Elizabeth Lee.

Ms. Burns: She emailed me and said she wasn't able to be here today.

Mr. Costello: Carol Pontious.

Ms. Pontious: Good morning. I am Carol Pontious. I live at 4179 Aberdeen Lane and I have been here since January of 2005. While here I have already served 8 years in this seat on this Board. I just think it is really important to preserve the integrity of the community, the beauty of the situation and to make decisions that are the best for all people involved. We all have specialty interests but when we make decisions we need to make them for all 950 residents of Lake Ashton East. I worked with everyone but Bob. I have enjoyed my time on the Board and if you feel that I can be a benefit to you I would be happy to serve. Thank you.

Mr. Costello: Thank you. Steve Realmuto.

Mr. Realmuto: I said my piece thank you.

Mr. Costello: George Rogers.

Mr. Rogers: First let me say I'm gratified you had such great candidates for appointment here. I know each of them would do an excellent job on the Board. I'm running because I think I have some unique qualifications which might be helpful in the most severe problem I think the community is facing and that is dealing with the golf course acquisition. Regardless of what the Winter Haven Board does I wish them the best of luck with their contract that they are proceeding with, however I do think that in my opinion there is going to be a disaster coming and sooner or later this Board and this community is going to have to deal with it and come up with some good solutions. I have been a trial attorney for 45 years. People only come to me when in fact there is an insurance, a corporation that says we are not going to pay you under the facts that we have here, you are not going to honor this contract or if you are a government agency we

are going to prosecute you. If you go ahead and find the issue just under those facts you are going to lose. As an attorney I'm not the greatest orator. I'm not the greatest legal scholar but what I do and the reason I won over the 45 years the vast majority of my cases is because I'm involved with due diligence. I go on out and hit the street and do my own investigation to find the facts that will assist my client in that case. When I do you never know exactly what you are going to find but when you do a thorough investigation you always come up with something that helps you win and change the argument. Now what has been presented too before the material that you are getting from Maxwell is crap. Let's face it. That survey that was done by your professional golf course analysis is all based on fantasy and hopeful figures. There is really nothing that backs it up in the way of facts. We need facts in this case. We need to have due diligence. We need to get it done over the next two or three years to work up a viable solution to what is going to happen. I think I can help the Board that way so I hope you consider me. Thank you.

Mr. Costello: Thank you. Trish Safer.

Ms. Safer: I live at 3754 Litchfield Loop. As you can see from my resume my background is strong in finance. If no one on this panel knows that cost per household for requiring and maintaining the golf course from all the information that you received so far, then you definitely need my expertise on this Board. I have worked in property management negotiating with residents, vendors and developers. I have developed and managed budgets and budget variances for many properties. I have worked with developers who are starting CDD's, who are turning over CDD's and who are not in control of the CDD's. I have also been on the Board of Directors of more than one community. I would add to this Board a new fresh female perspective and with practical purpose. Thank you.

Mr. Costello: Thank you. Warren Turner. Not here apparently. Jack Van Sickle.

Mr. Van Sickle: 4060 Ashton Club Drive, Lakes Wales. I know the commissioners. I have worked with several of them on different things. My resume states it all but for the residents and the office I will give a little background that they may not be aware of. We got here in March of 2005 and I got involved with the transition of the HOA from the developer to the citizens. I spent six years in the HOA doing work. I set up the original

filing system. When I became secretary, I was handed a box and that was their records. I went through and found the documents that we needed to keep for a period of time. Of course that changed as they started developing and getting computers. There was a lot of work there. Other things that are important to the people are not very visible. In 2007 I was on the city commission and the next year I was elected Mayor. During that time I managed to get the funding for the temporary fire station down the road. When I got on the Board I found out if there was a fire, the firemen could come to your house but could not come in to rescue you because they did not have three people on that truck. They had to wait for the second truck before they could enter your home. I got that money to support this community. Other things very early on and people that were here in 2003, 2004 and 2005 know we had a problem with water. We were on Lake Wales end, it is not a loop system. Engineers will understand that. We had a tendency at 7:00 in the morning everybody taking showers, you had to run around to get wet in your own shower. I worked with an issue that Lake Wales and Winter Haven and got them to agree to install an interconnect between the two communities which is over by the storage area. That saved this community in 2008 or 2009 when the 8 inch pipe coming into the Lake Wales side got hit by lightning, we managed to stop the water coming from Lake Wales and the pressure change allowed the Winter Haven water to feed into this community to keep it up, not high pressure but we had water until that pipe was fixed. Other things that I worked on, I was on a lot of Boards at the county level and also intercounty. On the county level I was in the original community that determined where Polk County road was going to go. Everybody knows it changed and came very close. When I was on that community it was a mile further south. It would stay away from the back south of Lake Ashton. Those are things that I have been involved with. I am an introvert. I am not into a lot of things. I have also been giving this Board different things and recently two of my ideas have been worked on. Mr. Plummer took over security. He came up with a plan. I had given him some initial information. It was not what I thought was going to come out of it but it was done. Solar, I have been pushing for years. That is currently being looked at. I had that information knowledge and concerns for this community. I also understand working in communities because if you look at my background I ran communities developing electronic warfare equipment where I had engineers, logistics, software

people and my job was to ensure we didn't go over budget and keep these guys from killing each other because they all wanted to be high end and pocket the money. I know how to work with people. I listen. That is one thing that I do. When I ran committees when I was Mayor, I had all the Supervisors speak first because frankly some of those guys come up with good ideas and I like to join them when it is a good idea and maybe add something to it to make it a great idea. In the past I see that we are not doing as well as we possibly could, but it is something that is easy to change. I'm looking forward to serving you.

Mr. Costello: Thank you.

Ms. Burns: Do you want me to take over this portion to do nominations? I don't know if the Board wants to have any discussion first or if you want to go ahead and open for nominations?

Mr. Costello: Does anybody have any comments?

Ms. Burns: Nope, then we would open up for nominations if anybody has one feel free to throw out a name.

Mr. Deane: I would like to nominate Carol Pontious. She has been here. She knows what we are doing. She knows it well.

Mr. Plummer: I would like to nominate Harry Krumrie.

Ms. Burns: Anybody have any other nominations? Now we will go on and vote. We will vote in the order in which the nominations were made so the first person is Carol Pontious.

Mr. Plummer: Explain the vote again, how it works.

Ms. Burns: We are going to go in order. Your only options are yes or no. So if you essentially wanted to vote for the second person, you would vote no on the first. If you are in favor of the first person, the first person to get three votes is named. If the first person gets three votes off the back there is no vote on the second person. Does that make sense? Is everybody on the same page? We then begin the vote for Carol Pontious. All in favor. Can we do hands so we can see? Two for and two opposed. We will now go onto Harry Krumrie. All in favor? Three and all opposed one. Mr. Krumrie.

Mr. Costello: Congratulations.

Ms. Burns: Can you come up? Thank you to everybody who submitted and had interest. We know it is a tough decision for the Board.

**2) Oath of Office for Newly Appointed Supervisor**

**3) Election of Officers**

Ms. Burns: We are going to go ahead and swear you in. We will do a brief Sunshine outline, but we will do more detail in the end, as well.

Ms. Burns, being a Notary Public of the State of Florida administered the oath of office to Mr. Krumrie, and briefly went over the documents provided in the new Board member packet. The signed oath will become part of the public record.

Mr. d'Adesky: We will do a run through with you Supervisor Krumrie of public records and Sunshine Law afterwards so you are up-to-date. We will also send you material on those laws.

Mr. Costello: Ok, that wasn't as painful as I thought it would be.

**SEVENTH ORDER OF BUSINESS**

**New Business and Supervisor Requests**

**A. Discussion Regarding Cooperation with Lake Ashton II CDD for Acquisition of the Golf Course(requested by Supervisor Costello) and Consideration of Interlocal Agreement between Lake Ashton CDD and Lake Ashton II CDD Regarding the Acquisition, Operation and Maintenance of the Golf Club**

Mr. Costello: The first one is discussion regarding cooperation with Lake Ashton II CDD for acquisition of the golf course. I think at this time we would want to have the attorney for them and I don't know if we want to have some of their membership.

Mr. d'Adesky: I would limit it to staff because once you open it up to anybody else you have to open up public comment to everybody.

Ms. Sandy: First I just wanted to thank the Board for adding us onto your agenda today. I know it wasn't originally on it so I appreciate the Board taking it up and also allowing me to come here and speak to you today. I know I have met many of you but just for the record, my name is Sarah Sandy and I am with the law firm of Hopping, Green and Sams and we represent the Lake Ashton II Community Development District. I know this is a discussion regarding the cooperation of the Districts for the acquisition of the golf course. I know that there has been a long history here and know this Board is well versed in that as well as most of the audience. I don't want to go into the history. I want to focus

on where we are at this time and what our paths are moving forward. Currently, and I think this Board is pretty well informed on the current purchase and sale agreement that Lake Ashton II has but to give a little summary for the audience and to get everybody up to date I will do a quick summary to where we are at this time. The Lake Ashton II Board has a purchase and sale agreement in place with the sellers. We have our schedule for a due diligence period that expires on November 15 and a closing date of December 14, both of this year. As we are quickly moving towards those dates we are continuing with the due diligence that remains at this time. Now the current purchase and sale agreement in contrast to the one previously has a little bit of flexibility built in because the Board knew that they had a couple of options in front of them and they wanted to leave those options open until the point in time that we had to make a decision on which way to go. We have gotten to that point. We are at that point in time where we need to decide which path we are taking. The two main paths are one, the one that I'm here to talk to you about today, the interlocal option and that is the option that would consider cooperation between the two Districts with an interlocal agreement under which the Lake Ashton II Board would move forward with acquiring the entire golf course at this closing this year in December. The second option which I will refer to as the developer option would entail the Lake Ashton II District acquiring the West course at the December closing and then continuing to work with the developer for the next, at least five years on the ownership and management of the East course within the Lake Ashton boundaries. Those are the two options that we have in front of us today. As I said, the one that I'm here to discuss with you is the interlocal option. I believe in front of you, you have a copy of an interlocal agreement as well as a one page summary of the main business points out of that interlocal agreement. This option I feel I can firmly say is the preferred option of the Lake Ashton II Board. I think that is supported by the fact that they have adopted this interlocal in substantial form at their meeting last week. Additionally our feeling is that this option provides and addresses the concerns of both Districts that have been expressed up to this stage. Lake Ashton II is asking for what they think is the minimal cooperation that they need from Lake Ashton I. It addresses the concern, I think it also addresses one of the main concerns of this Board which was insulating it from financial risk. There is certainly risk associated with acquiring and managing a golf course. This interlocal agreement addresses that specifically. It also

addresses the pathway issue and equal use rights to the golf course, it provides that under this interlocal agreement. Lake Ashton I residents or landowners would receive not only equal and access rights to the golf courses and the golf course amenities, but there would also be a non-exclusive easement in favor of the Lake Ashton I residents or landowners over the pathways within the golf courses. I think the main item that this interlocal agreement, and this option really does, is that it provides for as I said with closing the entire golf course at this December date of this year which would allow for getting the golf course out of the hands and control of the developer and into the hands of the community. It would put that ownership and management back into this community and take out the developer at a sooner date rather than protracting out that time line over a longer period. If you don't mind, I'm going to go into the specific points on that sheet that you have in front of you to provide you with just a little more detail on the actual point of the interlocal agreement. First and foremost, the benefits that the interlocal agreement provides to Lake Ashton I first as I said, it provides there is no financial risk or responsibility for Lake Ashton I in conjunction with the acquisition of the golf course. There is no obligation of this District to support any of those or provide for any of those costs. Additionally the same goes for the ownership, maintenance, management, repair and replacement of the golf course provided that Lake Ashton I would have no financial obligation in regards to that. Second as I said, previously it would provide that Lake Ashton I residents or landowners would have equal use rights to the golf course amenities and thirdly it provides that non-exclusive perpetual easement of the pathways with both golf courses for all landowners and residents of Lake Ashton I. In return for that, what Lake Ashton II is asking of Lake Ashton I is to agree to support a request by Lake Ashton II to get recreational powers from the City of Lake Wales. That is something that we will proceed forward with rather quickly. The other item is to support Lake Ashton II's efforts to bring holes 14, 15 and 16 of the West course into Lake Ashton II's boundaries. I want to specifically mention that does not include any of the residential lots that are adjacent to those holes, it is exclusively those three golf course holes. There may have been some miscommunication about that just to emphasize that to the Board. Third, it also provides that it asks that Lake Ashton I cooperate in establishing an equal user rate for all residents and non-residents of the golf course so for all golfers, golfers using the golf course in Lake Ashton I boundaries. Those

are the main requests from this District under the interlocal agreement. There are a few additional provisions that the interlocal agreement provides, specifically these are laying out the potential for future discussions of items that I heard earlier today. Specifically provides that Lake Ashton I could make a proposal to Lake Ashton II for the purchase of all or a portion of the golf course and Lake Ashton II would have to consider that proposal within 60 days of it being made. The agreement states that neither District is obligated to make or accept that proposal but it lays out some perimeters for that. It additionally provides that there would be future discussions on Lake Ashton I ownership and maintenance of the pathways and ponds within your boundaries. Again, a future discussion that the Boards could have over that would look like and the structure of such in the future. The third, it provides and discusses is the attention to having future discussion on the ownership and maintenance of certain common areas within Lake Ashton I's boundaries that are not essential to both golf course operations. I think specifically here we are thinking about there was a discussion of the dog park that the Board had wanted to look at developing. The third item that it discusses is future discussions over easements that this Board might need on the Lake Ashton I golf course, specifically what was in mind here was the drainage easement that is needed. In short that is the interlocal agreement in a nutshell. As you can see in contrast to our prior interlocal agreement, it is much shorter. It tries to clearly lay out the obligations that are and are not of each of the Districts. I think it addresses as I said both concerns of the Districts. Under this, Lake Ashton II will move forward with the entire acquisition which will save costs in terms of acquisition costs and extending that out over multiple years. It will also allow us to as I said, remove the developer from the equation and allow these two Boards to work together instead of this one having to work with the developer on the various items that come up for the lands within your boundaries. It provides the ability for this community to own and maintain the golf course and make sure as everybody is interested in protecting your home values, protecting what is in your community. That said, I'm willing to answer any questions that this Board may have.

Mr. Plummer: As I understand it and correct me if I am wrong, there are two proposals from Lake Ashton II. The first one is purchasing the land in the West and working with the developer as far as golf course operations goes and that is agreement I.

Ms. Sandy: Yes, the developer option as I was talking about.

Mr. Plummer: Agreement 2, and they have the option to pick either one that they would like to go with is involving Lake Ashton I as far as ownership of the land goes. Am I correct there?

Ms. Sandy: Under the purchase and sale agreement? Not specifically in that way. The flexibility is built in so that Lake Ashton II can name a grantee for the land but it doesn't specifically name who that would be.

Mr. Plummer: And I think I understand why that is.

Ms. Sandy: The developer continued negotiations on not making the purchase and sale agreement contingent on Lake Ashton I's participation in the PSA.

Mr. Plummer: The next question that I have is if option 1 is the one they go with and they work with the owner, the owner then still would be responsible for ponds etc. on the East course.

Ms. Sandy: That would fall under a mandatory agreement between the developer and Lake Ashton II. The responsibilities would be likely shifting to Lake Ashton II but the developer would still remain as the likely for now, the owner of the property and they would still have a say in the management and maintenance.

Mr. Plummer: So if we wanted to address the concerns that were spoken here earlier about some of our ponds and things on the East, this may be a legal question as well, the question is for us to ensure that the ponds are taken care of appropriately for all the residents on this side, us having some ownership in the land is the best way to do that.

Ms. Sandy: Correct and I will say under this interlocal agreement Lake Ashton I would not be getting ownership at this point in time of the pathways and ponds but that is something that we have baked into the agreement in terms of our intention and I believe our intention for this Board and correct me if I'm wrong there is to eventually have ownership and maintenance responsibilities for the pathways and ponds. We would have that discussion at a future time. The reason it is not in this interlocal agreement right now is as I said we are under a time crunch and we have to pick a path toward hardening. Unless there is a concrete proposal that provides a fair and equitable compensation which is something that I believe will require further negotiations and details that I don't know if we have the time to build it into an interlocal agreement right now. What I would say is

the idea is that as I said, that the acquisition of the golf courses would be all of the land by Lake Ashton II in December so they would be coming out of the hands of the developer into Lake Ashton II with the idea that the landowners or residents are getting rights to those pathways and the negotiations at that point in time would be with Lake Ashton II, it would not be with the developer. The idea is that we would continue the negotiations on how we could eventually transfer ownership to this Board and that would be the intention. There would have to be a lot more details worked out, I just don't think we have to work out in this interlocal agreement.

Mr. Ference: How does our attorney and what does our legal team think about this proposition and proposal? We have heard from their point of view. What would our attorney's think? What do you think about what has been said here from Lake Ashton II?

Ms. Carpenter: We are somewhat in the same position you are in that we received this when you did it last week. We have a couple questions again we have not researched or spent a lot of time as we weren't directed to do so. We have a couple questions on the acquisition and the ability of Lake Ashton II to acquire in this time period because they are going to be operating outside their boundaries and technology they have to get that permission from a local government if it is possible. We have not seen that happen before. That might be a new question of law whether you can get powers outside. Generally you need an interlocal agreement or some kind of agreement to be able to operate outside your boundaries. That is just one issue we have out there. Overall I think from the District's perspective if the District wants to own the land within their boundaries, acquiring the land would certainly give the District more bargaining power from a business standpoint than having Lake Ashton II and then be at the mercy of the other party. I'm not saying that antagonistically but in any business transaction if they own it all and Lake Ashton I wants to do anything whether it be maintain ponds, grant ownership of ponds, it is much tougher if they already have legal rights to it. The District has a couple of options whether it would be a part of the land and then negotiate how to do it or I guess let them acquire it if they can legally do so.

Mr. Ference: Your point of view then is this is not a time for us to go forward because you have some serious questions about the proposal and have not had a chance to research it and see if it is in our best interest as well.

Ms. Carpenter: I'm not sure if they can go forward under this given the time constraints. Perhaps they can go to Lake Wales and get that legal ability. I'm not sure if that gives them enough time.

Mr. Ference: From our point of view what should our action be?

Ms. Sandy: The interlocal agreement does not ask this Board to make that legal judgement. That is for our Board to move forward on in terms of the right powers requesting that from the city. We are not asking this Board to go to the city to request recreational powers.

Mr. Deane: I have already been to the city, they are not giving up any property.

Mr. Costello: As time goes on let's face it, these Boards are going to change. In the future we could get a Board in there who makes a decision that jeopardizes or hurts us in one way or another. If we give them ownership of the land, believe me I don't want to be any kind of an obstructionist in this, but on the same token I want to protect what we have. I want to see it move forward, and I hope that they do well with it, but on the same token I don't want to do it at the risk that we are going to end up with bills that we shouldn't be paying.

Mr. d'Adesky: Mike, there are several questions. That is one question. Obviously and Jan brought it up, we would have to contract our boundary allowing them to expand our boundary. It is not much a novel situation where one entity is trying to go and acquire recreational powers within the territory or another CDD. We haven't seen it anywhere else. We are not sure whether it is even within the perimeters of Chapter 190 of the Florida Statutes. We might require an opinion of the Attorney General which sometimes can take a couple months to generate but beyond that there are other considerations about that that are not baked into this such as the bond debt. That is a significant financial burden that does need to be retired on that land before it could be acquired by another entity, especially a public entity. That is another consideration that would be a financial consideration that this Board would have to factor in to any analysis and is not addressed in the current interlocal agreement. Clearly as mentioned by the counsel for Lake Ashton II as well as others on the Board the business term whereby the CDD II would have the responsibility to consider a proposal but no requirement to actually go forward with any proposal under any condition is obviously something that this District, even if they wanted

to consider an interlocal agreement might want to sit down and negotiate or further flush out that system such that it might be a little bit more collaborative than one sided. Those are just considerations from the legal standpoint.

Mr. Ference: We will feel a lot better if you tell us that what they are proposing is also in our best interest.

Mr. d'Adesky: That is a business decision. We can't give a business decision.

Ms. Sandy: The debt portion is not addressed in the interlocal because that is not an obligation of this Board. That is not something that this Board would have to handle. That is part of the acquisition from the developer and if the land was acquired and it has a debt lien on it, then yes that would be retired as part of the acquisition but it is part of the interlocal agreement because this Board is not acquiring property as clearly stated as possible. This Board does not have any financial obligations.

Mr. Plummer: Frankly the PSA has, I have read looks like it is very similar to the one that was combined as far as the dollars and cents which does include the bond debt. There is no liability for that back to Lake Ashton I under that PSA.

Ms. Sandy: I want to be very clear about that. I don't know if I miscommunicated to that but under this interlocal agreement and the acquisition option that we are talking about, Lake Ashton I would have no financial obligations under the acquisition portion or the ownership or management portion of the golf course.

Mr. Costello: Have we paid for cart paths in the past?

Ms. Burns: No.

Mr. Costello: And we are being asked to in this?

Ms. Sandy: No. Again the easement would give the landowners and residents in Lake Ashton I the rights to use the pathways but there is no financial obligation. Lake Ashton II would still be paying for the maintenance of them.

Mr. Costello: Ok.

Ms. Sandy: There would be no maintenance obligations on Lake Ashton I. There would be no financial obligation. Like I said, this interlocal agreement is really the minimal cooperation that we would be looking for. There are no financial obligations or management responsibilities with this. It just provides equal use rights. It provides an easement to your landowners and residents and in return it asks for setting the resident

and non-resident golfer user rate in Lake Ashton I golf course. It asks for your support of our request in the city but not actually this Board requesting from the city any rec powers. Then it also asks for your support of the boundary. Again you would have to incur costs to petition for the boundary amendment. We would not ask this District to be the petitioner at all. It would likely be a resolution of support. The other thing I do want to point out about this in regards to the pathways. I know we did discuss and like I said it is our understanding that it is this Board's intention to eventually own and maintain them. We fully support that, but it is not in this interlocal as we frankly don't have the time to work out those kinds of details that I know we are going to want a back and forth on so we have laid out the intention here to say eventually it is our understanding the Lake Ashton I would like to own those and maintain those and to eventually have that discussion. In order to do that we first have to get ownership of the property. If we don't move forward with this, we are going to be looking at the developer to own anything in the property in Lake Ashton I. If you want to get better ownership or maintenance responsibilities for the pathways and ponds, you are practically looking at discussing that with the developer at this point in time as opposed to Lake Ashton II. That is really the main difference there. From my point of view, Lake Ashton II, these are your neighbors. I know the Boards have had their differences at times but that is somebody who has the same point of view as those on this Board, somebody who has the same interest in this community. Protecting your home value and protecting your neighbor providing for your community.

Mr. Plummer: Am I correct that Lake Ashton I owns the land in their District, then agrees to allow Lake Ashton II to operate the golf course, there is no reason to go to the city of Lake Wales and ask for the rights that they were asking for?

Ms. Sandy: I think we would still pursue asking for those recreation powers because that would give Lake Ashton II operating the golf course. Under 190 if you are going to have a recreational amenity such as this building right here, then either as part of the establishment or after that you have to request from the local government recreational power. 190 allows Districts to own amenities and improvements outside of its boundaries so I know as Jan and Andrew said, I have not personally done it but our former person has done CDDs so I believe it is possible that it has happened before. I'm not just one that has done it myself.

Mr. Costello: On page 5 – 6.5, it says the Districts agree that it makes sense ultimately for each District to maintain, repair and replace the pathways and ponds.

Ms. Sandy: Correct, that is the intention to eventually have that discussion. The reason again that we were providing for the intention in here is to show the good faith that we are recognizing the fact that Lake Ashton I would like to eventually do that but again it doesn't provide any specifics in here that those properties would go to Lake Ashton I because at this point in time we have not had the ability to work out those details.

Mr. Ference: Jan, is it in our best interest to do nothing?

Ms. Carpenter: I just want to point out that there is two provisions in the interlocal that jump out at us that the Board should just look at carefully. The first is the interlocal, the offers to purchase. If they purchase the property under this interlocal, any proposal for this Board to buy it back from them, they have to consider, but they don't have to sell it to you. They can hold that up at any point or charge whatever price and I'm not sure that is in your best interest.

Mr. Ference: You are telling us they are going to own the West golf course but the East golf course they are going to own but they don't have to sell that to us no matter if we want to buy it, is that what you are saying?

Ms. Carpenter: Correct. It says they have to consider it, but there is no obligation to accept any proposal.

Mr. Ference: They are going to own both golf courses. Even if we wanted to own our own golf course, they might deny our offer to buy it.

Ms. Carpenter: That is the way it is currently drafted. The other provision is section 6.2, by signing this you agree to reduce the size of this District by the three golf holes that would allow them to execute documents to change boundary amendments. I think it is those three golf holes. You are agreeing to reduce the size of your CDD by those.

Mr. Ference: The more we say, the less it looks like this is not in our best interest from what I can see.

Ms. Sandy: It doesn't reduce, it allows us to petition the local governments to amend the boundaries. We have to go to the city of Lake Wales and Polk County.

Ms. Carpenter: Yes, but it requires this Board to cooperate with whatever Lake Ashton decides to do. That is just the way it is drafted. That doesn't give this Board any

discretion on if they choose to expand their boundary, you would have to cooperate and tell the city you are ok with it for the land that is described in exhibit C.

Mr. Ference: I don't like that potential for never being able to own our own golf course leaving that to the design of the West. I mean by definition we can offer to buy it and they can say no, we are not selling it to you, and then we will never have ownership of our own golf course.

Ms. Sandy: If I can just say one thing. Yes, you are correct and that is a provision within it and that is a good question. I think anybody who owns land would expect the right to be able to accept or not accept an offer. The same that Lake Ashton II could price gauge and charge, the contrast could be true if we're forced to take any offer. You could offer nothing.

Ms. Carpenter: There are ways to negotiate whether it is their cost plus or cost to put some reasonable standards in when you have an option to purchase. There are ways to build it into the contract that it will be their cost plus taxes. The cost over the years, inflation. There are certain ways you could draft it so there was some reasonableness put in there so you knew you could buy it at a cost that would be reasonable to the residents and equal to what the residents in West would be paying.

Mr. Ference: I like that. I that should be built into any agreement we enter into.

Ms. Carpenter: I think the bigger picture for the Board is does the Board want to, they have a contract where they could assign their portion of Lake Ashton I portion to purchase it so the Board could purchase under the same terms you looked at the contract before and then own it. Then you would have control over your destiny if that is what is going to happen or say no and then it would be very tough for them to purchase without the interlocal.

Mr. Ference: Can we ask you to respond to their presentation in their best interest and to do one in our best interest along the lines you just laid out so that we can hear you say what is best for us in this interlocal agreement?

Mr. Costello: One of the things is you are under a time restraint.

Ms. Sandy: Yes. As Jan was just saying, an offer to have this Board, the land being conveyed to this Board, I think anything short of a concrete proposal within the next day or two with very specific parameters and that would include a fair and equitable cost,

pay to show some good faith for the cost that the Lake Ashton II have paid at this point. They have paid the due diligence cost, they have paid legal bills and they are moving forward paying acquisition costs. So short of something would have, I don't believe Lake Ashton II to make a profit but I think they would expect that if they are not going to own the property that those costs would be covered by this Board. Anything short of a concrete proposal with very specific parameters also with the cost associated with it I think is a non-starter and would force us to move forward with the developer option.

Mr. Costello: Quite honestly, I think this should be done at a joint meeting and I realize you are under a time restraint but by the same token there is a lot and don't get me wrong, like I said I have no problem. I know you want to run a golf course. What I am saying under a time restraint, even though this isn't really truly a long document, it's like 8 pages, there is a lot involved in this here. Your people have said quote unquote, that they feel that it is best that the people of Lake Ashton dictate how this property is going to go forward. We feel the same under our side also but the thing is this, here it is, like I say in as much as it is not a long document, it is a rather intense document. There are things in here that quite honestly they are questionable. We don't know what the makeup of these Boards will be like, who knows maybe it will be one Board but by the same token we don't know what the makeup will be like of this Board.

Mr. Ference: How long will it take you Jan to answer these questions within the parameter of the timeline? Could we come up with a reasonable response that is in our favor as theirs is in their favor?

Ms. Carpenter: I think the Board needs to decide what it wants to do. We need the direction, does the Board want to acquire the property and lease it back to the West side? Does the Board not want to acquire property and let them run it how they want? Come up with terms to buy at some point. There is just so many ambiguities in this, it's tough to say.

Mr. Costello: I don't want to give them a blank check, I'm sorry.

Mr. Ference: We do want to acquire the property. I think it has been obvious by what we have said about property values, etc. We don't want to go into hayfield so we do certainly want to own the property, but at any cost and not without conditions that favor the relationship between us as their proposal seems to favor the interest of the West.

Ms. Sandy: If I could just say one thing, I hear that obviously by the Board's past actions there is an interest in acquiring the golf course and protecting the home values. The flip side of that is the ownership and maintenance of a golf course has costs. It has a financial risk. The purpose of this document was to insulate and protect this District who did not want to take the financial risk with the prior purchase and sale agreement from that financial risk and keep it on Lake Ashton II which they are willing to take but it would allow us to work together on the continued operation of a golf course and remove the developer from the community. Currently now, yes, it doesn't provide that would have to accept any proposal for the purchase of the golf course but the same thing applies to the developer. The developer does not have to accept Lake Ashton's proposal to purchase the golf course. Neither does any future owner. That is not built into this interlocal agreement, but we do not as I said, we are trying to move forward and we put together a document that we thought put the least amount of obligations and responsibilities on Lake Ashton I and left the remainder of the financial risk on Lake Ashton II.

Mr. Ference: Unless we are able to provide a document that says just as Jan has pointed out, the sale to us can be with these and these conditions. We are just not going to be able to buy at any condition or any time, I don't like that at all. I think there should be some conditions that so that you do get your cost, you do get your taxes, etc. etc. as Jan pointed out so when we want to buy the property, it will be, oh never mind, we are not going to sell it no matter what. I think there should be a matter where we can eventually own our own golf course and I would like to see that written into this agreement. Can that be done Jan? It is not in there they don't have to accept any proposal we make. There should be a way that we can make a proposal that satisfies your legal obligation, your financial obligations where we can, is that possible?

Ms. Carpenter: What this is allowing them is to acquire the property very quickly under the old purchase and sale agreement that the Board turned down. If they acquire it under this, this Board does lose any bargaining position because it says that we will agree to contract the boundary, they are going to run it, we can buy our paths and ponds at some cost to be negotiated in the future, we can buy the property at some cost to be negotiated in the future. It is almost a little questionable to me how it really is an

agreement because we have sort of given up all the rights of the District. The assumption is it is a government and we will all be fair and it will be able to be resolved but it is not written in there now. It is tough to know what obligations you would be undertaking.

Mr. Ference: I think it is a mistake on our part to go forward not knowing what obligations we would be taking.

Ms. Carpenter: I'm not being negative at the idea because I understand the acquisition of the property is something both Board's desire to do, it is whether the Board wants to do it quickly under those terms. Then I would say if you want to do it, then I would recommend acquiring the property and then figure a ground lease for operations because I think this is tough to be cutting and pasting pieces of the Districts giving them a portion. How are they going to maintain the rest of it that they don't own? You would have no control over that.

Mr. Costello: What would be the latest time that you would have to have a decision by this Board?

Ms. Sandy: This week.

Mr. Costello: This is not a long document but there are things that I think everybody will agree that have to be looked at. The only thing we can do this week I think is instead of adjourning this meeting, we could maybe hold it open and maybe by the end of the week if you can come up with the changes in this document that would give us the protection that we feel we need, we could come in and vote on it as long as you people are in agreement with it.

Ms. Carpenter: Can I just ask the comment you had made is if the Board decided they want to go forward to purchase the sale it would be at a price in the contract plus costs. I suppose that should be presented to this Board too if there's two options they should know the cost of the second.

Mr. Ference: Amen.

Ms. Carpenter: Because that might be something they would prefer to do over entering to this kind of agreement. I just have concerns as to the management. What happens once you expand? What happens to the 18 holes that are left over, will they go to the CDD because the Board no longer has control over those? I think that there is too many questions and I understand you had to put together something because you needed

the interlocal to go forward. I'm not sure how the Board can vote on something with this many openings in it.

Mr. Ference: How soon can you give us some answers to those questions? There are too many questions and not enough answers. How long would it take for you to provide them?

Ms. Carpenter: There are a lot of questions. I'm not sure I can give a potential. What sort of negotiation? Would it be the price that they paid plus their costs? How would we come up with the costs?

Mr. Ference: What is the normal management?

Ms. Carpenter: This is not normal. I'm not sure how you would lay out the management and what you would do long term once an expansion happens. Would you be able to acquire those 18 holes or are you going to be able to say yes or no what happens to them. For the folks that live on the golf course it would be tough to have Lake Ashton II on that property and not know what is going to happen to it? If this Board owns it, you could control what is going to be happening.

Ms. Sandy: Can I just say on behalf of the Lake Ashton II Board that they intend to operate this as a golf course and the only way to do that especially for one that we need to breakeven or make a profit to have golfers, and the way to do that is to maintain the golf course. At this point in time as long as they can continue to manage it as a golf course and cover the costs and through our due diligence have seen that we could eventually make a profit.

Mr. Costello: There are a lot of variables here though also. They could decide well we are going to shut holes down and have three nine hole golf courses which rumor out there has it that is what will happen. It is going to depend on how quickly they can get this into a positive setting financially.

Ms. Sandy: I don't think that situation currently is different with the developer. I think they have made that same threat. The Lake Ashton II Board does have an interest in the community.

Mr. Costello: I don't doubt that and I think that quite honestly I give a lot of credit to them. I think personally we have had so many reports and so many numbers that personally I would have a problem deciding to do it, but by the same token they see

something apparently that we don't see and that is ok. People think in different manners. The only thing is we don't want to put ourselves in any jeopardy whatsoever that something is going to go array and we are going to come up spending a lot of money in order to fix it.

Ms. Sandy: I will defer to your counsel to advise you on that. Under this agreement there is intended to be no financial obligations on Lake Ashton I. I don't know what thoughts there are in terms of what eventual financial obligation there would be but that was the purpose in trying to address both District's concerns. Lake Ashton II wants to move forward. Lake Ashton I sees the value in owning the golf course and keeping it, maintaining to the value to this community but doesn't want the financial risk. This interlocal agreement is trying to marry those two ideas together to get this community to work together to accomplish that.

Mr. Costello: Personally I would hope that we are going to do everything we can in order to allow them to do whatever they want to do but in the meantime we need protection.

Ms. Sandy: In any other scenario that would be an addition to us saying that in the future we would be required to sell the golf course and you don't know until you have a proposal in the future I would see it very hard to work in a proposal into the interlocal agreement a very specific proposal that Lake Ashton II would be required to accept in the future. On the boundary portion that is something that we are going to pursue. If that is the piece that makes this Board uncomfortable, I think that is something that we could probably end up taking out but in terms of requiring certain maintenance levels or requiring a certain proposal be accepted in the future, I just don't think that we have the time to pursue up those details for this interlocal agreement for us to move forward. That would force us to move forward with the other option.

Mr. Plummer: Quite frankly this is my opinion, I'm not going to speak for the other Board members up here, but I don't have any problem with Lake Ashton II operating the golf course. I, like the rest of them here, I believe just want to make sure we own the land on our side and allow them to operate the golf course on our land. The reason behind that is we have complaints of that with folks here this morning wanting us to take care of the ponds. If we own the lands we can take care of the ponds. That is not a problem. We

had an issue with needing to run a drainage pipe through the golf course. If we own the golf course, we can handle that without going to somebody else for permits. Those are all options. The third part is the dog park that we would like to be put in has been held up because of the land acquisition. To me, what I'm saying is, if Lake Ashton II wants to run the golf course, then so be it. Do it. We would like to own the land on our side so that we can work through these issues to deal with our residents.

Ms. Sandy: This interlocal agreement gives the option to work those out later. I think that we are just hand-strung in terms of time because I do think that each of those items are going to require really specific details to be worked out and we just don't have the time to work them out on this. I think that is probably phase II of this agreement. They are showing their intention. They adopted this agreement in substantial form. Their intention to move forward with this and as it is stated in here, the intention to do almost all of those items as long as the proposal made in purchasing either the land on its side, purchasing the pathways and ponds on the easements required or the dog park, that those proposals are detailed and fair. We just don't have the time before the closing to do that. Again we still have the ability to negotiate and I think that is not a closed door in any means. This would allow us to have a more streamline simplified process and future negotiations on that. Without it we would move forward with the other option and it is going to be a longer timeline before that can happen.

Mr. Plummer: If you exercise Option 1, can we move right into negotiations to acquire the land at that point, what is the time ramifications there?

Ms. Sandy: We have the ability over the next five years to name who would be the grantee for the land so who the land would go to but the developer is still involved. They are involved with ownership, management and maintenance. They still have a say. It becomes a more nuance to complicate negotiations.

Mr. Plummer: You hit the nail on the head. The developer is still involved. If we want to take the issues that I talked about prior to this and have that control over that we need to work diligently to acquire the land and get that accomplished. I realize that there are parts of the interlocal that cause some legal issues in either direction but quite frankly it is like any other documents we start with what is presented on day one is never what you get on the last day.

Ms. Sandy: I do believe that is very true, except for the fact that the Board has adopted it in substantial form so to make any changes that are substantive to the agreement, our Board would have to have to meet again to approve it, and like I said we don't have a lot of time.

Mr. Plummer: Quite frankly, I understand that and I applaud them for doing that and getting the thing started and coming back and talking to us about working towards an end where we both own our share of what is out there and then operate it. I have no problem with that but the time constraint and I understand that as well, unfortunately that is where we are at here because I think if it wasn't through the legal document issue we could work out the rest of it in relatively short fashion.

Ms. Carpenter: I think the key portion of this is the price. I think we need to know what this District would have if they want to buy the property as the assignee or if you decide in three months what the price is because we then don't know. This option to purchase almost doesn't feel like an option because it is open ended. I think this Board needs to know what the purchase price would be within a certain realm. Certainly cost would go up and that sort of thing but I think you need to know what it is you are either obligated to do or not do. I think that is the reason the Board turned down the contract a month and a half, two months ago because you felt uncomfortable with those costs. Perhaps if Lake Ashton II could say, ok if you want to be the assignee right now and buy your portion of the property and will manage it under ground lease, we could do a quick interlocal.

Ms. Sandy: Unless this Board has a very specific proposal on what they would do I don't think we have the ability to work that in at this point in time. Unless there is a very specific, that is not something that is part of our purchase and sale agreement that is contemplated in terms of a ground lease and additional documentation. We do have the ability to name who the final grantee would be, but as I said the two options we have laid out at this point is either at December Lake Ashton II acquires the entire golf course or we work with the developer. That is what we have now. I'm not saying that it is completely a done deal for the ability in the future but that is where we are currently.

Ms. Carpenter: I guess I misunderstood. I thought you said that you could assign your rights to purchase Lake Ashton I to lease that.

Ms. Sandy: We can but I guess what I am saying is on our side we don't have the time to come up with an additional proposal to the Board, what this Board would accept. Unless this Board has very specific parameters on what they would accept, I don't think we have the time to entertain a new ground lease or a lease option. It would require a new interlocal agreement.

Ms. Carpenter: I'm a little in a loss because, and I know you all have a contract with a short timeframe that this Board agreed not to do, but I'm a little bit at a loss to be able to say well because they are in a rush, you have to take it or leave it. I don't know if the Board has enough facts to be able to say this is government funds and we are going to appropriately use them. You may feel differently and the Board certainly can.

Ms. Sandy: Again under the option there would be no funds required under the option that we presented.

Ms. Carpenter: But we do have ponds and water management district obligations that the Board has to maintain and we are not really sure how that would happen other than as a matter of course. The old golf course operator chose to do it but if this golf course operator chose not to, there would be a cost to the Board.

Mr. Deane: The city said that the owner of the golf course is responsible for maintaining the golf cart paths and the bridges as they are our secondary road system and it is on the documents in the city of Lake Wales. You people haven't checked with the city of Lake Wales yet. You have to find out what you are dealing with. Yes I have.

Ms. Sandy: I don't think there is a question that Lake Ashton II under this option would be maintaining the cart paths. They have agreed to do that.

Ms. Carpenter: Perhaps Mike had the right idea if people have more questions, hold the meeting open or say there isn't enough information now, you need costs and another proposal to come back.

Mr. Costello: My biggest thing is I understand you are under a time restraint, the clock is ticking. I don't want to deny this to you but by the same token I don't want to give you a blank check. There are things in here which can come back to bite us. Quite honestly, I just can't see where we can in good conscious say go ahead here, we are going to vote on it and we will make the changes later. I hate to say it, once you move forward, it's out of our hands.

Ms. Sandy: I respectfully disagree in the concept that they are obligations on this District, financial or other responsibilities, that is not in this agreement. If you are talking about future negotiations potentially but that depends on what this Board offers and what the negotiations would be at that point in time. Under this agreement there are not financial obligations.

Mr. Costello: I agree with you from what is in here, fine there is no financial obligations. The only thing being is the fact that six months from now you find out that you are not bringing in the money that it takes in order to maintain this course for 36 holes, like I said you decide you are going to shut down nine of the holes, it is more than likely going to be in our District and we at that point, it leaves too many things open.

Ms. Sandy: I would ask the Board to consider what that looks like versus what currently what that would like which is the same might happen/could happen with the developer. The same could happen with any other. It could happen if this Board were to own and manage the golf course if it is not bringing in the money. There are options out there for the future but I think you know Lake Ashton II. You know the Lake Ashton II Board members and you know their intention on how to run this.

Mr. Costello: For not one minute do I doubt their sincerity in the fact of what they want to do. I'm not trying go after them or make them look like bad people in any way but we started out this year with five people and unfortunately one of them passed away and we are fortunate that we have a person of good quality to replace him but by the same token we don't know who is going to be sitting in those seats next year. As time changes we don't know what the intent of their new Board is going to be. My feeling is we have to protect the residents who put us here for that exact reason to protect them.

Mr. Deane: Additionally we had residents come to us this morning about ponds which are owned by the golf course which aren't being maintained at the present time. Who said they are going to be maintained after they spend another \$500,000 to buy the golf course or where is that going to come from when the membership has dropped by more than 70 members this year compared to last year. There are 243 members this year, there were 312 last year. That is a lot of money at \$6,000 a head. Where is that additional money going to come from if it is not assessed to the residents? That is where it comes from.

Mr. Plummer: That is not our problem. That is the West problem. They are operating the golf course. They are the one that is assuming what the membership will or will not be. That is not this discussion. Our discussion here is do we want to own the land that is on the east side and do we want to adjust the interlocal so that we are all in agreement that we are both equally represented in that agreement. I think that is really all we are talking about. What happens to the operations of the golf course as far as financially falls to the West? They made the decision they want to do that. We made the decision, let me rephrase that, some of us made the decision to not progress with that. That is where we are. We are out of that. The only thing we are talking about here today is purchasing our own land and signing the interlocal agreement to protect both of us of their rights. That is all we are talking about.

Mr. Costello: I think we are trying to say that this agreement needs some changes. That is all I'm saying. I have no problem with them operating a golf course.

Mr. Plummer: For the attorneys in the house, don't take exception to what I am about to say, but when you get attorneys writing documents, you are going to have disagreements on both sides because quite frankly, they are the only ones that understand the language in there to start with. Having said that, we each have to depend on our own attorneys to make sure that it is a good working agreement with the other. I am not looking to be protected from the West. I want to work with the West. I want this community to be one community. We are going to be responsible to our residents for the things we talked about earlier and the only way we can take care of that and help those issues out is if we own this land. That is it. However we get there we have to get there.

Mr. Costello: I want to ask our attorney how long by the end of the week can we have an agreement that we can look at that would protect the way we would like to do so?

Ms. Carpenter: I believe Sarah said that is not an option. That Lake Ashton II's, that wasn't one of the options they gave to acquire.

Ms. Sandy: What I was saying is I would need a concrete proposal from this Board.

Mr. Costello: That is what I am saying. Can you adjust this?

Ms. Carpenter: It would be a different agreement. This agreement now calls for them to acquire the property and for this District to agree to reduce the boundary size to allow them to put the three holes in Lake Ashton II.

Mr. Plummer: I'm not sure under the present agreements with the developer himself the option isn't whether we can buy it from him anyway. It can only be sold to the other side and we have to be able to buy it from the West.

Ms. Carpenter: Their agreement says they can assign their right to purchase to Lake Ashton I.

Ms. Sandy: I think what Bob was alluding to is what I was saying is with the exception of a concrete proposal very specific parameters at this point including a fair and equitable purchase price paid to Lake Ashton II or paid as part of the acquisition cost that is probably a non-starter at this point in time. Certainly I can take it back to our Board but I think that would probably be a non-starter at this point.

Mr. Plummer: I'm not sure I understood all that.

Ms. Sandy: What Jan is saying is that yes, we can assign a good purchase and sale agreement who the land goes to but what Lake Ashton II would be expecting in return is a share of the cost for purchasing that land.

Mr. Deane: Share of the cost for buying the land. Is that what you are saying?

Ms. Sandy: Yes.

Ms. Carpenter: So whatever the cost was before that you were paying plus their share of legal fees and due diligence that they have spent to date I think is what Sarah had said before.

Ms. Sandy: Yes.

Mr. Ference: Isn't that reasonable?

Ms. Carpenter: Yes but the Board did turn this idea down a month ago. It is pretty much the same terms as the prior contract. The difference would be after you acquire you would probably, I think from what the Board is saying have a management agreement or something with Lake Ashton II to operate it.

Ms. Sandy: Those are the kind of details of what does that agreement look like in terms of Lake Ashton II operating the golf course, managing a golf course, paying for maintenance if they again are continuing to be the financial responsible entity, how does that work between the two Districts currently? We are going to have a deficit funding agreement with the developer, there are cost overruns we can only assess Lake Ashton II for the cost of running the golf course. This brings Lake Ashton I back into if the land

is getting assigned, my understanding is that this Board didn't want the responsibility that comes with the ownership and management of the golf course or at least wasn't comfortable with it at this point in time. Maybe eventually. Those are items that come with ownership.

Mr. Plummer: I don't understand if we purchase our land and allow the West to operate the golf course, how we are going to come into any of the items that you just said that we would be liable for.

Ms. Sandy: We would have to have a specific agreement on the maintenance responsibilities. It becomes more involved. We would have to have a specific agreement on how the ground lease would work.

Ms. Carpenter: I don't even think it would have to be a ground lease, just a management agreement of some kind that they would be managing it. The hold up in the last interlocal was coming up with a joint management plan. Who would have people on the Board, how it would go? This transaction would be ok, we own it. We will allow them to manage the golf course as a whole and whether we pay them to do that, that would be something the Board would have to discuss the terms of how that would operate.

Ms. Sandy: I understand the Board's discussion. I think we are starting down a path that previously didn't work for both Boards and it ended. Certainly if there is some kind of proposal that we can look at very soon that is something that we can consider but if we are looking to go back to what the structure was before.

Mr. Plummer: Not looking to go back to the structure at all. Not at all. I think we are in agreement here that there is no reason that the West cannot operate the golf course. We just want to own the land and they can operate it.

Ms. Sandy: Maintenance responsibilities and costs would remain with the West.

Mr. Plummer: If we want to talk about cart path, ponds and bridges, I think that's totally negotiable from our standpoint because our residents use all that and we are responsible to maintain those for that. As far as the rest of the golf course, that is part of the golf course management when it comes down to the golf course itself.

Ms. Sandy: I think this is certainly a discussion that we can have. Again in order to move forward with this purchase and sale agreement, I just don't think that we are going to hammer out that management agreement before closing before we need to

decide what due diligence costs were, what we are looking at, what the management structure is going to be. I do think that this interlocal agreement leaves open the opportunity to have that conversation and to potentially do that in the future. I just don't know if we are going to have the time to do that at this point.

Ms. Carpenter: Perhaps this Board needs to talk a little bit about what they want to achieve and whether it is going with the Lake Ashton II proposal or coming up with a response back to them that is a different proposal of what they have asked. We are saying we don't really like this but this is what we are thinking. I think maybe this Board needs to come up with cohesive thought of what they want to do. Do you want to acquire the land and pay for the land?

Mr. Costello: What we are looking at, I don't know but I think basically what we are looking at is to have ownership of the land, rent to you for a dollar a year, whatever some ridiculously low price but you can run the golf course in any way you see fit as long as the land is maintained. Am I right or am I wrong? Most of the people are shaking their heads yes, so I think all we want is non-responsibility. We have other things in here that we run and quite honestly, I don't have any problem with you people running the golf course if that is what you want to do, do it.

Ms. Carpenter: Will Lake Ashton pay for the land to own it or are you looking for Lake Ashton II to pay for the land acquisition in Lake Ashton's name?

Mr. Plummer: I think we need to settle on a figure and we need to purchase the land on our side and do just what we said. Take care of the items that we talked about earlier and let Lake Ashton II operate the golf course.

Mr. Costello: If we are going to pay for it, we will rent it to them at a reasonable cost I would think.

Mr. Plummer: Just let them operate it. We don't have to rent it for anything. They are maintaining the greenspace as a golf course, if it would take a dollar to make a contract or whatever legal.

Mr. Costello: This is what I'm saying, legally I'm sure that somebody passed a law that we have to do that somewhere along the line.

Mr. Plummer: The end result is we want to purchase, I'm saying we, I'm going to speak for the rest of the members here, we want to purchase the land that is on the East

but allow the West to operate the golf course so that we can take care of our ponds for our people over here.

Ms. Sandy: To be clear, you are talking all of those, you are saying owning all of the land within Lake Ashton, not just the pathways and ponds.

Mr. Deane: Yes.

Mr. Plummer: Owning all of the acreage that is involved in the golf course track that is on the Lake Wales side.

Ms. Sandy: I hear that is what the desire is. Of course that's substantially different than what we have presented so like I said if there is a concrete, and when I say concrete proposal, I'm talking about actual written.

Ms. Carpenter: One thought for the Board, and I don't know how Lake Ashton II is planning to finance this, but perhaps it could be bought by Lake Ashton I and whatever financing terms Lake Ashton II and Lake Ashton I would pay back over time since there isn't time to budget or anything else. It could be some sort of mortgage purchase. Again, we don't know enough of the terms of how you are buying it, but even if they want to do it, we don't budget time to come up with the money at this point, I think we need to know somewhat of what the costs are so you can appropriately budget for it if that is the desire.

Ms. Sandy: The acquisition costs are the same as the prior agreement. It is a public document, we are happy to send the purchase and sale agreement over.

Ms. Carpenter: Ok. It is pretty much the same costs as the Board looked at before to acquire and whether the Board has the cash to acquire now or would ask for some concessions or payment I don't know how Lake Ashton II plans to do that?

Ms. Sandy: We are doing similar financing terms, I think it is five years now.

Mr. Plummer: All this boils down to whatever the actual cost of the land is that we are going acquire.

Ms. Sandy: And the due diligence cost associated.

Mr. Plummer: I understand that. That is part of the cost. How will we be able to get there and get it done?

Ms. Carpenter: And see if they will agree to do that. Would that also include if Lake Ashton II acquired the property, would you also allow them to expand their boundary to take the three holes?

Mr. Deane: No. It wouldn't be necessary.

Ms. Carpenter: Just checking. We wouldn't even need an interlocal if we opened it, we would just need the lease management agreement. I guess you would want an interlocal for easements and all that good stuff.

Ms. Sandy: And the user fees on both sides.

Ms. Carpenter: This one with a little bit of the other one tied in.

Ms. Sandy: If we can get changes to this interlocal, again I have to see when we can schedule it or if it's something the Board would even consider.

Mr. Deane: What you are talking about is the purchase price was \$477,000. The developer was paying \$240,000 back on that. That leaves \$237,000.

Ms. Sandy: We haven't determined the \$240,000 remain in the operating funds to cover operating expenses.

Mr. Deane: That would be the cost involved. If you take \$477,000 less \$240,000, that leaves \$237,000. We own 18 holes of golf. If you divide the \$237,000 by the 36 holes, that gives you a cost per hole. We would have 21 and they would have 15 but you find the cost per hole and multiply that times the 21 is what the purchase price is for us.

Mr. Plummer: First of all the \$240,000 that you are talking about is the pre-payment of future dues. It has nothing really to do with the acquisition of the golf course. That is really not part of that because that is their future cost for the memberships that they are going to be allowed. What they do with that money is up to them.

Ms. Sandy: It is money that we would likely be using towards the operation.

Mr. Plummer: I'm not sure that we can subtract that from the cost of the course.

Ms. Sandy: There is also the due diligence cost that we have had to date and that will continue to accrue.

Mr. Deane: We had quite a bit of due diligence also which we paid for.

Mr. Costello: The \$240,000 was with the intent that it would be used to maintain the property due to the fact that they were giving free memberships to people buying homes.

Mr. Plummer: I understand that. We don't have any say in the \$240,000.

Mr. Costello: I agree with you. Let them use that for maintenance. The only thing that I see is that we are buying the land, they are buying land but they are also getting the Pro Shop and the Eagles Nest. There is some value there.

Ms. Sandy: To be clear, I don't have any kind of parameters from the Lake Ashton II Board. I don't have any kind of authority to negotiate a price.

Mr. Costello: This is why I say it should have been a joint meeting.

Ms. Sandy: I think at this point in time, like I said, without a concrete proposal from the Board on what would be accepted, moving forward we can take that back to the Board but outside of that there is probably not going to be much wiggle room in changing the terms of the deal and going back to something that we previously discussed.

Ms. Carpenter: Ok I think this Board knows and Sarah you have done a great dealing with unexpected questions I guess but the Board hasn't considered it. I think the Board needs to decide, do you want to come up with a proposal and we can draft something up and get to them and continue the meeting. Do you want to think about it for a day or two? It is really a matter at this point if you don't want to accept this the way it is with the open ended terms.

Mr. Ference: What do you recommend?

Ms. Carpenter: I can't really give a business recommendation. I have told you what the issues are in this if you don't own the property or if you do own the property.

Mr. Deane: I think we should extend the meeting and then have a meeting Friday or Monday, whatever it is within the next seven days.

Mr. Costello: The only thing there is, are we going to need input from the other CDD as to what they are going to agree to? Are we better off taking one of our people who has dealt with one of their people, have them try, you worked with Mr. Mecsics I believe, maybe the two of you can sit down. We can suspend this meeting instead of adjourning it and by Thursday come up some sort of an agreement. This way to me would be the most logical thing. We don't want to write a blank check.

Mr. Plummer: Mr. Mecsics is looking at his shoes.

Mr. Ference: Jan, is that a doable option?

Ms. Carpenter: It is doable. If the Board wants to delegate to someone to negotiate.

Mr. Costello: I think that would be the best idea. Bob, if you are able to sit down with whoever they determine.

Mr. Plummer: Jim can't negotiate for the Board without being in the Board himself.

Mr. Costello: All I'm saying is maybe Bob could come up with something, tweak this because I think we are all in agreement.

Mr. Plummer: Are we talking numbers?

Ms. Carpenter: I think we could come up with a quick outline of a short interlocal based on what is there with the only open issue really being the cost of the property given the open end. We can come up with what we think it is but that is really a business negotiation. We could work with the other counsel. One thing if the Board does action, we will have to open up the public comment I would think.

Ms. Burns: No we don't.

Ms. Carpenter: It is on the agenda. We could come up with a very rough agreement and run it past Lake Ashton II if you have the authority to look at something, a proposal or something.

Ms. Sandy: Our Board had approved this in substantial form so we don't have necessarily authority to change. We would have to have another Board meeting. That is why we went with what we thought was kind of a bare minimum agreement between the two parties with the intention to continue working together in the future on all the items that have been raised. This would allow us to move forward with this December closing date and this would allow this Board to have no financial risk on this so we can continue to have those conversations as it moves forward.

Mr. Plummer: I am going to try and put a little levity into this so are you saying if we pass the interlocal agreement as presented, it would be like let's pass it and then read it and find out what is in it? I was asking a question.

Ms. Sandy: It is fairly short, eight pages and a page summary. This is what we have in place. This is what the Board has currently agreed to so any further negotiations, I just can't say where they would go and what direction we would end up taking.

Mr. Plummer: In answer to your question, Mike, if you would like for me to sit down with Jim and negotiate whatever the dollar is, I think Jim and I can obviously do that. I think the interlocal agreement is a legal issue and not something, I think Jim and I could do a legal issue, I don't think we should.

Mr. Costello: I don't know if Jim has the authority from his Board.

Ms. Burns: He doesn't.

Ms. Sandy: Bob can always talk to Jim. Jim does not have the authority to negotiate on behalf of the Board so it would have to go back to the Board.

Mr. Costello: Is there any way we can have an emergency joint meeting in order to put an end to all this back and forth. We have been here for quite a while now and we got the basics down but that is it.

Ms. Carpenter: Perhaps this Board needs to just keep open and have their own meeting to come up with what you are all comfortable with, then submit that proposal to them at a joint meeting to talk about. It sounds like there is so many issues with whoever is negotiating is not quite sure what they are negotiating. It seems like this Board needs to agree this is what we want to do. We want to buy this, we want to do a lease, and we want to maintain our ponds. I'm not sure exactly what it is you want to do.

Ms. Sandy: I do want to emphasize even if we did schedule a joint meeting and there was a proposal made, we were given the direction to move forward with the developer option if we didn't get an answer today. There is certainly always the ability to try and schedule a meeting and have that conversation, but as I said I can't guarantee that it is going to be something that we are going to be able to consider negotiating at this point in time.

Ms. Carpenter: Perhaps the developer would be willing to sell it to this Board. Does the contract tie them to not selling to someone during the time period you have an option?

Ms. Sandy: I don't think the contract specifically addresses that. The developer's direction when we were negotiating is that they would assign it as the grantee if that was directed by Lake Ashton II, but they would not negotiate or make the contract contingent on Lake Ashton's involvement.

Mr. Deane: He is trying to force it through.

Ms. Carpenter: If the Board desired I guess we could see if they would sell directly. I'm not sure if that would breach your contract, it is somewhat of an interesting term.

Ms. Sandy: As I said, I don't know if that is an actual term, that was just part of the negotiations. The contract currently is to purchase either all of or a portion of the golf course. They are under contract with us. Again, without having any real specifics, I can't really comment on it.

Ms. Carpenter: We need to look at the contract to see if the District could purchase directly from them or have it assigned. It should be the same terms either way whether it is assigned or direct. That is one option if they go forward.

Ms. Sandy: Again, that puts us back where we were before. How do we jointly manage the interlocal agreement we previously had that had numerous rounds of negotiations terminated and brought back the prior purchase and sale agreement.

Mr. Costello: I take it that it makes their life a lot easier if we do purchase this and agree to rent it.

Ms. Sandy: Whose life?

Mr. Costello: The CDD II. I take it is easier for us to do this to agree to purchase with no financial burdens on us.

Ms. Sandy: I disagree because then we don't have the ownership rights that come with ownership.

Mr. Costello: If you have to go through attaining a grant by the city of Lake Wales there is no way in hell I assume you would be in there by Friday, finished with the City of Lake Wales by Friday. You are not going to have the answer from them. Like I said my intent, I honestly, if they want to run a golf course, I want to see them run a golf course. I'm just not willing to put ourselves in any kind of financial risk.

Ms. Sandy: I do have to say this interlocal accomplishes just what you said. There is no financial obligation. It allows Lake Ashton II to run the golf course.

Mr. Costello: We can debate that on page 5, I think it was because, like I say, it looks like to me like we are going to maintain the pathways and ponds.

Ms. Sandy: We can certainly strike that line.

Mr. Costello: I would like to try and get some sort of consensus as to which direction we want to move.

Mr. Plummer: My consensus is we find a way to buy the land.

Mr. Deane: I agree.

Mr. Costello: So do I.

Ms. Sandy: That is an option under this interlocal agreement.

Mr. Plummer: I understand that. I just think there is some verbiage in there that doesn't agree with some opinions on this Board. We all, like I said, when a lawyer puts

something together, the other lawyer is going to have a problem with it in some way, shape or form. It is just the nature of the beast. I think that as far as I go and what I see is we want to find a way to purchase the land on the East and give Lake Ashton II the authority to operate the golf course just like we have said an hour and ½ ago. How do we get there? I am not sure we can meet the deadline that you are after if we have to make any kind of tweets to the verbiage. I think as far as hammering the price, that is not a difficult issue. I think it is the verbiage of the interlocal.

Ms. Sandy: I think this interlocal actually intended to accomplish just that, getting us to a point that we can continue to move forward and allow us to continue to have those negotiations if this Board were to purchase the land and we lease back or if this Board were to acquire the pathway and ponds, that is all possible under this interlocal agreement. This just takes the first step in allowing us to move forward with this interlocal option for the purchase and sale agreement.

Mr. Ference: The only problem is again you say they don't have an obligation or desire necessarily to sell us the land when we want if we want it.

Ms. Sandy: If this Board made a proposal to the Lake Ashton II Board to acquire the land for \$3, if this said we had an obligation to accept it that is clearly not I fully understand what you are saying. It is hard to build in when you start getting into again specifics just as they have to have a consideration within 60 days but they don't have an obligation to accept.

Mr. Ference: That is right, so they may never accept, no matter what we offer. It doesn't matter if it is financially doable if they don't want to, they just won't. They may turn into something else, 27 holes etc. etc. Who knows what they will do with it.

Ms. Carpenter: I think at this point it sounds like, and again just from a conversation that the Board isn't comfortable with the interlocal as it is drafted with no requirement to purchase with the shrinking of the boundaries of Lake Ashton and with potential unknown costs. I think really the Board is in the position of with the contract Lake Ashton II negotiated with the same terms as the one you, are you willing to buy it under the same pretty much business terms that you turned down before. That is pretty much what you are looking at plus paying whatever costs they have incurred. Do you want to buy that now under those terms and if so, we can change the interlocal to each side would acquire

it owns for whatever division of cost to be determined. Come up with a number that looks reasonable and then negotiate that and agree that we would enter into a lease and management agreement for them to operate it. That sounds like that is what the Board is getting at and it is, really does the Board want to do this under the same contract they turned down three months ago. You are just sort of being forced into this agreement because of their terms. If you want to do that and I hear people upset, I'm just telling you the facts as we see them. That is what has come back before you and you are being pushed to make this decision quickly. If you want to come up with a different alternative, we can go ahead and draft something up and come up with terms, get this Board comfortable with the proposal and then submit it back to the Lake Ashton II. I don't see a whole lot of other options at this point or saying no and the Board goes forward and acquires it, whatever they want.

Ms. Burns: I just want to say one thing because I know not everybody here was at the Lake Ashton II meeting on Friday. They gave staff direction that if the answer was no today that they move forward with the option for what we are calling the developer option. They have surveys that need to be done in a timeline and if they were going to move with the portion just in their boundaries rather than pay for the entire portion, it makes a financial difference for them. I just want to be clear that there is direction to move forward with the other option should this Board not want to participate.

Ms. Sandy: Like I said with this option I think we would be ok with taking out the boundary amendment portion if that is of concern to this Board. Negotiating a deal that involved a ground lease of the land being conveyed to Lake Ashton would take additional time and as we have said not really time that we have at this point. Not saying that it is completely cutoff and not something that we couldn't eventually do. I think this starts us on a path and shows good faith in working together and moving forward. I don't think it puts a financial obligation on this Board at this point in time because Lake Ashton II would be doing the management of the property. That is really what it was trying to accomplish so that we can continue to move forward working together.

Mr. Plummer: If Lake Ashton II goes ahead with the option to acquire all of the property and we have an agreement to negotiate a price to purchase ours after the first of the year or whatever, is that a doable situation?

Ms. Sandy: It is certainly something I can take back to our Board.

Mr. Plummer: The only reason I'm saying that is just the time constraint to get something done before your closing date is what I think what is causing the negotiation issue. If you go ahead and purchase it with the agreement, the only thing we need to do is negotiate a price after the first of the year and close the deal on that, we would own the land, they can take and operate the golf course. I'm trying to get us off square one and move forward in a way that is going to be basically beneficial to both of us.

Ms. Sandy: We are again going to have some kind of management agreement and an interlocal. This provides the ability to do exactly what you are saying. It doesn't say that the purchase has to go forward and it is because of those items. Because of the need to negotiate a management agreement and to negotiate an interlocal that is going to take time and detail.

Mr. Plummer: The management agreement shouldn't take long at all. They are going to manage it. That is the end of the story.

Mr. Costello: It is going to be their ball game.

Ms. Carpenter: Bob if I may, I really think if it is the price and the cost that could be negotiated now, that really isn't that big of a deal. Leaving it open just leaves the Board open-ended that they own the property and then you are negotiating on this other side. We know what the cost is now to them. It is really just apportioning it and coming up with that. If that's what the Board chooses to do, I think you could do that in the next couple of days. I know it would be quick but I think it is better than having them close and then try to come up with a price that is fair because then you could just negotiate till the end of time until you all agreed on something.

Mr. Plummer: I don't disagree with you at all. I'm just trying to find a vehicle that moves us forward and not backwards.

Mr. Costello: Can you make a motion that you feel would be an appropriate way of solving this at this time?

Mr. Plummer: I'm not sure how you would structure a motion because actually the motion to be, you are going to negotiate a price. That is the only thing to negotiate.

Ms. Carpenter: I think perhaps it is directing staff to modify the interlocal agreement, have this Board acquire it at a price and then come up with something we

think is reasonable looking at costs and the price of the contract. Whether we do a continued meeting we can attend by phone to make it not costly if that was the case just to go over your comfort level on the proposal and then submit that to the other Board.

Mr. Plummer: Can I ask a question of someone sitting in the audience?

Ms. Carpenter: Certainly.

Mr. Plummer: Jim, is this doable or are we spinning our wheels?

Mr. Mecsecs: Jim Mecsecs. Vice Chairman and the negotiator. Let me just make this clear for everyone. When we went to negotiations and this started out, the seller was not interested in negotiating directly with Lake Ashton CDD Board. I'm sorry, that is just the way life is. What this agreement was, it was two forms. As you said the first option was for us to go it alone and work with the developer and we have five years to work out whatever for the eventual ownership of the Lake Ashton CDD I property whether that is someone else that gives us five years. We opened this one up to allow for the option for Lake Ashton CDD to get back in the game, not necessarily negotiating a price because that still has to be done and that will just muddy the waters up right now. What we are asking for is your agreement to work with us and let us go through acquiring the property but that still leaves open the door to come back and talk with you as far as negotiating prices. Bob, we are not going to rip you off. You live here. Let's get that stuff off the side please. We are here to work with you and we want to make it so that we can have one community so that we can all have our interests but just throwing land lines every time we turn around it is not going to make it. We are on a time constraint so I'm not trying to force you guys into anything. This is what we have and this is what we have to work with. Any questions? We are not trying to fight with anyone, all we are trying to do is acquire that golf club and in this case, we would have all the property but that still allows you the option to come back and negotiate a price with us. If we are going to get to negotiation, we are not going to meet that timeline, I am sorry.

Mr. Plummer: We would just like to know that there is an option for our negotiation and not that somehow or another it is going to just on your part to not accept a negotiation and we just don't want to sell it to you, we are just going to sell it to somebody else.

Mr. Mecsecs: Bob, I hear you on that. We want to work for this one community. I see you all the time. I'm here at the restaurant. I don't want to have food thrown at me.

Mr. Plummer: Next year when you are not on our Board, what about the other guys?

Mr. Mecsecs: I have three more years.

Ms. Carpenter: That is not what the agreement says. There is nothing saying it can't be sold to someone else or that it couldn't be sold to a developer.

Mr. Mecsecs: You would get the first option.

Mr. Plummer: It doesn't say that.

Ms. Sandy: A first right of refusal.

Mr. Plummer: Does it say that in the interlocal agreement?

Ms. Sandy: It does not.

Mr. Plummer: That is our point.

Ms. Sandy: What we were saying earlier is that at least what I heard earlier is that you wanted this interlocal to include a provision saying that there would be in the New Year a proposal that would be accepted. That is different than a first right of refusal to buy the golf course. A first right of refusal would be we would offer to sell it to Lake Ashton before anybody else. To be clear in acquiring this golf course, the idea is not to at this point in time to sell it right away. The point is to run it.

Ms. Carpenter: That is up to the Board. This is open ended, it says you can make a proposal some day and they will look at it. That is all it says, it's just the way it is written today. It is not an option saying it is going to be appraised value for the lesser of the appraised value of what they paid. It doesn't give any parameters.

Mr. Plummer: Or right of first refusal. Does it say that?

Ms. Carpenter: It does not have any of that which is what, and again I just got this the same time you did Friday or so, so I have not looked at it in light but it is not a typical option to purchase which I do think is problematic. The other issue I think is that I'm not sure if Lake Wales does not give them the ability to operate outside an interlocal, I'm not sure how they can proceed to acquire property outside their District. That is one thing that this District will need to cooperate in some way I believe under the current law so there does need to be some cooperation to allow them to management it. If the Board wants to go that route, it needs to come up with either a purchase and if they have drafted the contracts so you can't do it, I'm not quite sure we would have to negotiate a price or how else you could do that under whatever agreement. The agreement that you had made and

turned down that they entered into and now you are being sort of forced to deal with those terms in a way to make it work under their agreement. I know I sound negative but it could have been a bit more cooperatively done than this agreement. We have the agreement now to deal with so we are trying to figure out if the Board chooses to do that, let's get it done and how do we do it in a week under the terms that would work for this Board.

Mr. Plummer: Obviously we want to work with them just as much as they want to work with us. That is not the issue at the moment. I'm just trying to find a vehicle how we get to the end result.

Mr. Mecsecs: What this interlocal gives you is the option to buy into the property.

Mr. Plummer: If the verbiage could be changed to simply say that we have the first option, I'm just asking if that is a possibility.

Ms. Sandy: Yes with this action today I do think that is something that we have to take back to the Board but if we are still dealing with this interlocal agreement and we are talking about just an amendment to that provision talking about the option to purchase in the future being the first right of refusal to purchase, I think that is something that the Board could consider and likely something that is doable.

Mr. Krumrie: I am not looking for actual numbers but use verbiage along the lines of actual cost.

Ms. Sandy: I think we could probably build in something, yes, the actual costs.

Mr. Krumrie: That would address your concerns about inflation and other things.

Ms. Carpenter: I mean the suggestion if you want to go with something like that is you put actual option terms that it would be whatever the purchase in their contract plus some portion of cost with a maximum and maybe the lesser of that or appraised value or something. There is ways certainly in real estate contracts draft options to purchase.

Ms. Sandy: Again I think we are again trying to find an agreement that would be workable at this point in time. The first right of refusal is certainly, but getting into specifics at what the actual costs would be at a future point in time.

Mr. Plummer: We want to buy the property now. We would like to cut to the quick. We would like to buy the property now. How can we do that now?

Ms. Sandy: We had a purchase and sale agreement that was terminated that would have allowed that so now we are trying to find, that is not one of the options that

we have under the current timeframe. That is an option for the future we can talk about that in the new year.

Mr. Costello: You had said earlier that you could assign any grantee that you wanted.

Ms. Sandy: Correct, but the things that have to be worked out at this point in time at this juncture is what property we are acquiring at closing and what due diligence we have to do at this point in time.

Mr. Costello: You don't know what you are acquiring at closing?

Ms. Sandy: As I laid out in the beginning, if we are going with the developer option we are at this point in time just acquiring the West course. If we were able to go with the interlocal option we would acquire all of the property.

Mr. Costello: You know in essence what you are acquiring. All we are saying is let's come up with a price you assign us as grantee.

Ms. Sandy: I think that is going back to the deal that we were trying to negotiate previously and weren't able to agree on so we are going back to that.

Ms. Carpenter: I think the difference is that the Board wants to own the property but agrees that Lake Ashton II can operate it. I think before they were trying to do a joint operation and that is where it fell apart. How do we put together a joint Board and jointly operate. I think the Board is comfortable with Lake Ashton II operating it completely but Lake Ashton I wants to own the property and then be able to control its use long term etc.

Mr. Plummer: That is exactly right.

Ms. Sandy: I think this point in time where we are is like Jill said, staff has been directed if there isn't a decision to move forward with the developer option. If there is a concrete proposal, a written proposal with specific parameters that is presented we can take that to the Board and potentially still pursue that option but that would have to be at the very near future. That is the issue that we are at.

Mr. Deane: What are you saying, near future?

Ms. Sandy: A week. In the next week.

Mr. Ference: Jan, I think you announced pretty much the motion. I was going to say I make that motion until it got a little bit more complicated. You began a few minutes ago to say what would it be a good motion.

Ms. Carpenter: It sounds, and we probably should wait for Mike to come back, but it sounds like the Board doesn't want to consider the interlocal the way it is drafted due to the ambiguity but they would consider an interlocal agreement where this Board would acquire the property at the same time Lake Ashton West acquires their property and enter into a lease agreement or operation agreement for them to manage the property, so modify this interlocal for Lake Ashton acquiring its own portion of the property and having them manage it.

Mr. Krumrie: I don't think Lake Ashton I acquiring the property is an option. It is an option after Lake Ashton II acquires the property. We would buy it from Lake Ashton II.

Ms. Carpenter: They said under the contract they can assign their right to acquire it to us.

Mr. Krumrie: Simultaneously?

Ms. Carpenter: Yes.

Mr. Ference: Well, if that is a motion and if the Board Mike, if the Board would permit, can we take that language that Jan just announced and make that a motion for this Board?

Mr. Costello: Can you repeat it? Sorry.

Ms. Carpenter: It is what we discussed earlier. It doesn't sound like the Board is comfortable accepting the interlocal the way it is drafted but would like to consider an alternative interlocal where this Board is assigned the right to acquire the property within Lake Ashton I and have that right assigned under their contract and then have a management agreement with Lake Ashton II to operate the golf course.

Mr. Ference: I will make that motion.

Mr. Deane: What if we said we wanted to pay \$250,000?

Ms. Sandy: I don't know how many Board members we have in here. I don't want to engage in negotiations that is not a joint publicly noticed meeting.

Mr. Deane: I understand that. I'm just saying if throwing together a number to give you, does it make any difference?

Ms. Sandy: I think it would be hard to come up with all the deal terms within the next week. I'm not saying that it is not possible but again I think we would need a detailed interlocal and a management agreement to vote in it in conjunction with an actual number.

Mr. Costello: This is your deadline that you are trying to meet. We are trying to help you.

Mr. Ference: Let's go forward with the motion.

Mr. Costello: Do we have a second on the motion?

Ms. Carpenter: I believe Bob Ference's motion is to modify the interlocal to have Lake Ashton acquire the property within its boundary at the same time Lake Ashton West acquires the property and enter into a management agreement with Lake Aston II to operate the golf club. A similar interlocal as this one but taking out that they are acquiring the property and expanding the boundaries and those other terms and adding in just the provision to enter into a management agreement and I guess you can similar to this, we can say with terms to be determined later as this was drafted.

Mr. Costello: Motion fails.

Ms. Carpenter: There are too many parameters we don't know. We have not looked at their purchase and sale agreement. They are saying the terms are the same as the earlier purchase so hopefully there is a mortgage and payback period that the Board would agree to.

Mr. Costello: To simplify it can we make a motion that we will buy the property and enter into an agreement at a later time. We are going in circles.

Ms. Sandy: That is what the interlocal provides. If there are specific terms that we can suggest on that provision that would be acceptable to this Board, I think that could potentially be something that we can look at. If what this Boards want is the first right of refusal then I think that is probably something I can take back to our Board but as far as negotiating an actual transfer of the land at this point in time I don't know if we can meet our timeline.

Mr. Costello: We have a motion on the floor, do we have a second?

Mr. Krumrie: I will second it.

Mr. Costello: All those in favor.

Mr. Plummer: I'm not sure what we are voting on.

Mr. Deane: I don't know what we are voting on.

Mr. Costello: Like I said being thrown this and told that, we need a decision, there is a lot in this, a lot of stuff in this that could come back to haunt us.

Mr. Plummer: If you are telling me the motion is we are going to buy the land and just haven't set the price then that is one thing, but there are too many other things also in that motion.

Ms. Carpenter: It is tough to agree to a price when you don't know what the price is which is what this agreement says.

Ms. Sandy: This interlocal agreement will provide for a later negotiation.

Ms. Carpenter: Then you have already lost your right to the property is the problem.

Ms. Sandy: I don't know if the Board currently has a right to the property but the negotiating point that you would have at a future point in time is an actual purchase price. Lake Ashton II and the Lake Ashton II residents are going to be footing the bill for all the due diligence and the acquisition costs so that is still very much a carrot to have in a future negotiation.

Mr. Plummer: I think the issue is we don't want to push it down the road two or three or four years, we want to get this accomplished.

Ms. Carpenter: It seems that you should be able to come up with a cost based on the contract and the due diligence, a cost or a cost range should be able to be calculated.

Mr. Mecsecs: No, we are not going to be forced into that.

Mr. Costello: But you want to force us into this?

Mr. Mecsecs: Gentleman if you don't want to be interested, I'm sorry, but with all due respect you are not interested then we came up with two options. We will go along our option way and work it from there. If you vote for, not for the interlocal, then we already have our options laid out. If you are not interested that is fine. We were giving you the option to come back in and play. If you don't want to do that no hard feelings. We know what we have to do.

Mr. Costello: This should have been brought to a joint meeting and we should have been able to negotiate it back and forth, but we get laid in our lap and we are expected to turn around and just give you a blank check, sorry it is not happening.

Ms. Burns: I think it would probably be best if we take a five minute break and then continue with the rest of the agenda if that is ok with the Chair.

Mr. Costello: Sounds good.

Ms. Burns: We are back on the record.

Ms. Carpenter: I think on the golf course I heard they said they would go ahead. Does this Board want to make a proposal back to them to consider to acquire the property with them managing or is this done? This Board does have the ability to do that.

Mr. Costello: I think what we are looking for is a price. Give us an offer that we can work with.

Mr. Deane: I make a proposal that we extend this meeting and we come up with a number to give Lake Ashton II as to what we would pay for our portion of the golf course.

Mr. Krumrie: I second that.

Ms. Burns: Are we delegating a person to work with Jan?

Ms. Carpenter: So to put together sort of revise the interlocal and that provision to have a purchase and we will take the contract and come up with a number, send it to all to you all to send us any comments back so you can at the meeting consider the proposal or some other numbers.

Mr. Costello: They need an answer by Friday I believe they said. We want to accommodate them. If this is what they want to do let them do it. We have a motion and a second, all those in favor?

Ms. Burns: I'm sorry I did not get who made the motion.

Mr. Plummer: You said we are going to pause this meeting and go to another meeting and work on the numbers.

Mr. Deane: No, extend this meeting.

Mr. Costello: We are going to extend this meeting. They need an answer by Friday and I'd like to accommodate them on that. We can give it to them. I don't know what they are going to be able to do as far as having the meeting goes because of Sunshine laws.

Mr. Plummer: They already made their decision. They could either go with Option 1 or Option 2. I'm curious as to what are we going to do between now and Thursday to come up with the numbers that we can't do right now.

Ms. Burns: That is my question too.

Mr. Costello: That is why I asked for a number. I think Borden has some numbers.

Mr. Deane: The original contract price if I understand is \$477,000. If you divide 36 holes by \$477,000 you come up to around \$13,250 per hole, 21 holes, which we have in Lake Wales, would cost \$278,250.

Mr. Costello: The only other thing is they are getting the Pro Shop and they are getting the Eagles Nest and there is value there. How do we accommodate for that?

Mr. Deane: We could reduce our number accommodating with that. We do know that the Eagles Nest didn't make a profit.

Mr. Costello: That is on them.

Mr. Deane: That is their problem.

Mr. Costello: I would say that maybe we could make them an offer of \$250,000.

Mr. Ference: Before we go forward, we have someone here, Bob Zelazny, who did the numbers for the West real cost, some real numbers.

Mr. Zelazny: We ran the numbers based on the due diligence that we had already done, the advance due diligence and then what the cost and financing would be for both golf courses the bill would be \$946,000. That is all due diligence that we have done to date, due diligence to do the rest of it and then the price of the golf course with financing. It was \$884,000 on our side. If we bought yours, it was just the bonds which was approximately \$63,000. It was about \$940,000 something. That is the acquisition cost.

Mr. Costello: We have paid some of that out already, have we not?

Mr. Zelazny: I have included our money that we have already spent. We were at \$159,000 in expenses already to date so you have some more so it might be a little more because we shared costs in the beginning. It would be a little bit higher. Our acquisition costs for both courses would be \$940,000 something. Does that help?

Mr. Deane: That is including financing and everything else.

Mr. Zelazny: That includes financing over a five year period. That includes our bonds and includes your bonds.

Mr. Deane: It includes all the bonds.

Mr. Zelazny: Yes. Financing is included. \$51,000 for financing. I'm pretty close.

Mr. Ference: You wanted a real number, you have a real number.

Mr. Zelazny: You have to add the \$240,000 to the acquisition costs.

Ms. Burns: It is an operational cost.

Mr. Deane: You said \$946,000 so you are looking at \$1,187,000.

Ms. Burns: That is right. I think there was a motion and a second to come up with some kind of number and then we decided to do it now.

Mr. Costello: Do we want to make a motion at \$250,000?

Mr. Deane: They are talking about financing the whole thing plus the interest part, we are just talking about paying cash for land. That is a big difference, a huge difference.

Mr. Costello: Do we want to make an offer at \$250,000?

Mr. Plummer: Is that including the three holes then assigned to them? I just want to make sure.

Mr. Deane: Anything within our boundaries they can use.

Mr. Plummer: In the interlocal?

Ms. Carpenter: So you are talking \$250,000 plus you would agree to allow them to expand and take those three holes?

Mr. Plummer: That is my question.

Mr. Deane: That is part of the city. We are just talking about buying the land for the 21 holes that we have.

Mr. Ference: If we were to take out the finance charges since you are going forward, five years financing, suppose we were to pay cash, on our part how would that effect the financing number off your head? How much would that reduce the total?

Ms. Burns: It was like \$50,000 for the financing, so you are not talking about a big portion.

Ms. Carpenter: They are looking for \$473,000. It seems like the \$250,000 is way low unless you are going to give them the other three holes or something else in addition to that.

Mr. Costello: They are also getting the Eagles Nest and the Pro Shop. There is value there.

Ms. Carpenter: That is very true. They have buildings on their property.

Mr. Ference: Well let's take the \$50,000 off for the financing so we wouldn't have to pay that.

Mr. Costello: Leave it at \$250,000. It is an offer, if they want to they can counter the offer and we will see where it goes from there.

Ms. Burns: Do we have a motion?

Mr. Costello: I think the motion was that we would make an offer to CDD II that we would purchase the land at \$250,000.

Mr. Deane: Just the land.

Ms. Sandy: Is this part of the purchase and sale agreement or part of the interlocal agreement?

Mr. Costello: It has nothing to do with the interlocal.

Ms. Carpenter: We would have to have a modified interlocal.

Mr. Costello: Ok, modified interlocal.

Ms. Carpenter: So it would be to purchase it now for \$250,000 and then taking out the expansion.

Ms. Sandy: As part of the interlocal agreement?

Ms. Carpenter: Yes. So, if they accepted that then we would draft some quick modifications to this to show there would be an operating lease by Lake Ashton II.

On MOTION by Mr. Deane seconded by Mr. Krumrie with all in a favor to modify the interlocal agreement to acquire the Lake Ashton property for \$250,000 and take out the expansion of the boundaries was approved.

Mr. Costello: We have to go back to unfinished business, Election of Officers.

Ms. Burns: We didn't elect officers. We swore him in but when we get a new Supervisor generally I would suggest going one of two routes. Either you can go ahead completely reassign or if you wanted to make a motion that the four of you retain your offices and we would name him as an Assistant Secretary you could do that.

Mr. Plummer: Are electing officers normally in December or January?

Ms. Burns: Any time you have a new Supervisor that joins the Board you would generally.

Mr. Plummer: If you didn't have a new Supervisor, it is an annual?

Ms. Burns: Every two years when the composition of the Board changes. That being said, the Board could re-elect Supervisors at any time.

Mr. Deane: I make a motion that we have sworn in the new Board member and he be appointed as an Assistant Secretary.

Mr. Costello: Second.

On MOTION by Mr. Deane seconded by Mr. Costello with all in favor the Board elected the same slate of officers and added Mr. Harry Krumrie as an Assistant Secretary.

**B. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2019**

Mr. Costello: Consideration of the engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2019.

Mr. Deane: I make a motion that we use Grau to perform our annual audit.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the engagement letter with Grau & Associates to perform the audit for fiscal year ending September 30, 2019 was approved.

**C. Restaurant**

Mr. Costello: Mr. Deane requested that we put under new business something on the restaurant.

Mr. Deane: Andrew met with the owners of the restaurant. They realize that they are not in compliance with the lease. As of Saturday I went to the restaurant again asking for the papers again to come compliant with the lease and we still don't have them. Another thing which we found out today, their rent check for October bounced. We presented it a second time and it bounced again. They are in default with paying the lease. I believe that it is time, and I don't want to do it but I think we are going to have to send them a notice and then look for a new restaurant operator.

Mr. Costello: Christine, in talking to you I believe we may have people who are interested in looking at this or what?

Ms. Wells: Possibly.

Mr. Deane: The first thing we would have to do is make a motion to send a cancellation notice to the current owner.

Mr. Plummer: I have a question. You said they were in arrears for their rent. The second item was that an insurance liability issue?

Mr. Deane: As far as this present time I don't know if they have insurance period because they sent us a proposal. This is the insurance they are going to get and we have constantly asked them for the insurance page which you get like you're a homeowner and we have received nothing. As many times as I have talked to them to be perfectly honest with you I doubt if they have insurance.

Mr. Costello: That is a biggie. Do we have a motion to send them a cancellation?

Mr. Deane: I made that motion.

Mr. Costello: Do we have a second? I will second it.

Ms. Burns: Can I ask one question? Do you want to give time for them, we have a couple things we need to open it for audience comments also. I don't know if you wanted to send a notice giving them a certain time period in which to come compliant and if they don't they can terminate.

Ms. Carpenter: I would suggest a ten day demand that they produce this within ten days, if not they would consider the lease. I think it is appropriate to give them a short time period to produce everything they need to produce.

Mr. Costello: The thing is there's the fact that I believe you and Andrew met with them two weeks ago and we still don't have anything. Operating without insurance. You know that if they can't get it out of them they are going to come after us.

Mr. Deane: I believe that we should send them a letter with a five day time period. If we do not have what is required in the lease and a certified check for October's rent because the check has bounced twice so we cannot redeposit it again that they consider a notice to vacate.

Mr. Plummer: Jan, does the five day meet statutory requirements?

Ms. Carpenter: Under the lease I believe we can terminate particularly if they are in default. We will check it before we send the letter but that should be fine.

Ms. Burns: This item was not on the agenda. Legally we have to open up to public comment if an item is added that the Board is going to vote. So that is what we are doing now. Anybody that wants to comment on this will have the opportunity to do so now.

Mr. Krumrie: Let me first say I'm totally unfamiliar with the paperwork side of the lease. I would like to say though that I do enjoy going there. The staff is pleasant. I would ask that because we have gone through four or five or six restaurants in the 12 years I have been here that if we are going to make the bold step to remove them from their contract, that it at least be on the agenda so that people can come to register their support or their dissatisfaction on the restaurant.

Mr. Deane: We are not talking about support or non-support for the restaurant, we are talking about compliance with the lease and that has been going on for over two years.

Mr. Krumrie: How much is the lease payment?

Mr. Deane: \$1,000 a month.

Mr. Krumrie: So we would let a restaurant go away?

Mr. Costello: It is not only a matter of that, we have no proof of insurance. That is a big liability there. God forbid something happens in there. They are going to come after us if they can't go after them.

Mr. Krumrie: I agree, we definitely have to have insurance, there is no question about that.

Mr. Deane: We gave them a year free the first year.

Mr. Krumrie: I understand we gave a lot of people a free year as well. For \$1,000 the height of the season we would let them go away. I don't think we should do that.

Mr. Costello: This is why it has been suggested that we give them notice and let them try and produce, at least give us proof of insurance. Give them five or ten days' notice and let them produce proof of insurance before we make a move.

Mr. Krumrie: So we will make a move after ten days.

Mr. Deane: We are not doing anything until the expiration time on the letter that we send them. If the letter expires and they have not complied with the lease then they are out basically.

Mr. Costello: If it was just a financial matter as far as the \$1,000, I agree with you we could overlook that but the insurance, which is a big deal.

A resident: Just wondering, are there other points of the contract that they are out of compliance or it is just the insurance or what else?

Mr. Deane: That is one of the items.

A resident: And the other?

Mr. Deane: Well they are supposed to do inspections, they are supposed to give us copies of maintenance contracts and everything else and none of this has been done over the past two years. I agree that it is probably more people satisfied with the restaurant than dissatisfied but we have a lease people and they have to comply with it. The insurance is not a minor issue.

A resident: It is not but if you are going to include that, why wouldn't you bullet point everything that is out of compliance.

Mr. Deane: In the letter everything will be bullet pointed.

A resident: I agree insurance is a real biggie but I'm wondering in the interest of having a restaurant here if maybe it would be possible to not charge them rent.

Mr. Deane: Everyone who is gone into the restaurant is given the first year rent free. The \$1,000 a month just about pays our tax bill on that restaurant. They are not paying any utilities, any water or any electric. Owning a restaurant, previously the electric for that restaurant is probably in excess of \$3,000 a month.

Mr. Costello: Anybody else? Any other comment.

On MOTION by Mr. Deane seconded by Mr. Costello with four in favor and one opposed the Board authorized the attorney to send the restaurant a demand letter stating they have five days to comply with the lease agreement.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Ms. Carpenter: The only thing we have is the easement issue that Rey mentioned. Andrew had reached out to counsel for the golf course and requested the easement for the drainage issue of the homes that have had the ongoing drainage. We noted that the engineer determined the cause of the flooding was drainage received from the Eagles Nest which the Lake Ashton CDD stormwater system apparently was not designed to receive that much water. The response we got said that they requested more information to even consider the request. They wanted to know how the golf course amenity would be impacted and is the request of the golf course owner would just gratuitously grant the easement. They said they are initial thoughts so we will of course go back to them and probably have Rey go back and give them some of the engineering detail as to why it is required and go from there. Just wanted to bring you up-to-speed on the response.

**B. Community Director**

- 1) Monthly Report**
- 2) Consideration of Security Golf Cart Preventative Maintenance Agreement**
- 3) Consideration of Quotes to Add Handicap Door Openers to the Hallway Restrooms**
- 4) Consideration of Stormwater Prevention Maintenance Agreement**

Ms. Wells: The community director report was in the agenda packet. There is a just a couple of things that I wanted to point out is that as you know we have been reaching

out to TECO and received a couple of credits. The recent one, we received a credit of \$3,990 for being charged for double brackets. We are still working with them to make sure we are getting charged the correct amount for switchover from the double lights to the single LED's. I will keep you guys posted on that. The three metal doors are pending installation. There was a delay on the materials. Bridal showcase has been scheduled for April 16, 2020. Also, the Astonliving.net domain has been transferred over to the HOA. In the agenda packet also was the Performance Plus Golf Cart preventative maintenance agreement. All the items that it included was in there. I'm sure you don't want me to go over every single thing it includes. The cost per golf cart was determined to be \$1,140 per year totaling \$2,280 for the year and it is billed at a monthly rate of \$190 per month. This was something that was discussed in a budget workshop and I believe was a line item on our budget now. It is just in here for consideration for Supervisors. We just need a motion to approve it.

Mr. Plummer: You said it was a line item in the budget.

Ms. Wells: I believe so.

Ms. Burns: I think so. \$1,140 was in the budget.

Ms. Wells: It is actually \$1,140 per golf cart now. When they first told me they didn't give me both golf cart prices so it is actually double, so it is double what is in the budget. I did look at it last time, we did only spend about \$1,000 in maintenance last year. They are getting old. I'm just bringing it forth since it was discussed. It is up to you guys whether you want to approve it and move forward with doing a preventative maintenance agreement.

Mr. Costello: Do we have any other proposals?

Ms. Wells: The reason we went Performance Plus because that is who we have the golf carts through right now. I would be more than willing to get Art's Golfs Cart to give us an agreement as well. I have said that I'm not sure how long they are going to last. We did just replace the batteries on one golf cart. That is one of the things that is included in the preventative maintenance agreement.

Mr. Plummer: When I look at the service and the maintenance that price includes all parts, labor, pickup, and delivery and diagnostic charges at no additional cost. Like you said if it needs a battery or whatever that should be included.

Ms. Wells: It does but we had to replace the battery before this agreement was put in place. That is why I mentioned that, that golf cart is probably not going to need new batteries for a while so it is up to the Board. My thought is if you are planning possibly replacing the golf carts in the next year or two, it is probably not a good idea since we just spent \$1,000 last year on both carts. If your plan is to extend the life of the golf carts longer than that, then we may want to look into doing a preventative maintenance agreement.

Mr. Plummer: When you read the entire contract about what it covers and what it doesn't cover, the price isn't as bad as you really think it is. Everything is included with one exception and that exception is any vandalism or collision or cosmetic stuff is not included which is pretty normal.

Mr. Costello: Ok, do you want to make a motion to accept it?

Mr. Plummer: I was still waiting on the life expectancy on those two gems?

Mr. Deane: When did we replace them that last time?

Ms. Wells: I would say three or four years ago. They do have a part at the beginning that says during our initial maintenance there were a total two golf carts with maintenance performed during that time we determined zero cart golfs are currently at end of the life. They are determining that it is not an end of life.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor proposal for a Security Golf Cart Preventative Maintenance Agreement with Performance Plus for two golf carts for \$2,280 per year was approved.

Ms. Wells: The next item was consideration of quotes to add handicap door openers to the hallway restrooms. We had two not exceed quotes, they are way off from each other. The one was not to exceed \$5,000 for the installation of two handicap door openers in the main hallway restrooms. The electric cost was not exceed \$500. The other one was \$5,600 each. They are way off. I don't know if you want me to still solicit a third quote and bring it to the next meeting. They are way off.

Mr. Ference: Yes, let's get another quote.

Ms. Wells: The last thing was consideration of the stormwater preventative maintenance agreement. Again that was something else that was discussed in the budget

workshop. We do have a pro quote. I did get with Rey before the meeting. He has reached out to Steger Site Preparation to see if they could give us a second quote. The amount in the budget is the amount that All-Terrain provided which was \$7,500 per visit. It was done twice a year. I believe there is \$15,000 in the budget right now. It includes the ride through the property, check damaged curbs, sidewalks, and pavement, make detailed list of addresses and description of work and they will check the storm water system, all retention ponds for possible failures and they again recommended to make that assessment every six months. Like I said there is a second quote that is solicited, we just haven't received it back yet. Again whether you want to accept All-Terrains or wait till we get an additional.

Mr. Ference: Wait till you get another quote.

Ms. Wells: Ok that works. The ice machine at the restaurant which is outside on the screened-in patio is in need of repair. I have received, I will start with the quote to just simply repair the ice machine. Miller's quoted \$1,186.43. That is to install a water circulation pump. The warranty is one year parts and labor. I was asked to also get a quote on replacement of the ice machine with one just slightly smaller than what we currently have. I received three quotes for that. Miller's Central Air quoted \$4,250. That is three year parts and labor, five year compressor, condenser, and coil and ice plates. There would be an additional \$300 needed in addition for a top kit which the bin that we have right now is made for a much larger ice machine so when they replace the machine head which is on the top they will need a conversion kit. It is \$4,550 total. Then I received a quote from Wideman and it is \$4,600, then United Refrigeration quoted \$4,565.43. It is whether the Board wants us to move forward with a repair or a replacement?

Mr. Ference: How old is the machine now?

Mr. Deane: Twenty years old.

Mr. Ference: Wow.

Mr. Deane: I think it is time to replace it.

Mr. Ference: Sounds like it. Is there one vendor you would rather work with than another?

Ms. Wells: I think Miller's is the least amount as well and we have worked with Miller's on quite a few projects and I feel comfortable with them.

Mr. Ference: Then let's go forward with Miller then.

Mr. Krumrie: Did Miller's recommend that particular size or did you recommend that size?

Mr. Deane: I recommended to reduce the size because of the size of the bin we have. In three days that bin will be full with 1,500 pounds of ice. We don't need a 900 pound ice machine. I recommended that we reduce the size that was the \$4,500. If we went with the size that we have, it is almost \$7,000. I recommended reducing the size. It is a 500 pound machine. That is a lot of ice. The bin is big enough that it will hold probably about 1,500 pounds. That is why I recommended it.

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor a proposal from Millers Central Air in the amount of \$4,550 to replace the ice machine was approved.

**C. Field Operations Manager**

**1) Monthly Report**

**2) Consideration of Quotes to Replace the Boulevard Irrigation Well Pressure Tank**

Mr. Fisher: Good afternoon. Included in the exhibit packet is the field operations managers' report. If you glance over that any questions I would be happy to answer for you. In the meantime we ran into some problems with the irrigation well down the Boulevard and the front entrance. It was brought to our attention by Yellowstone that we were in need of a larger pressure tank. Those are like the blue tanks outside this exit here. Included are three quotes. Yellowstone was \$1,096.95. Irrigation Tech was \$875. Baynard Plumbing was \$750. This pressure tank is an 85 gallon pressure tank and it will eliminate most of the problems we have been having which have been a lot in the past month or so.

Mr. Ference: Have you worked with any of these vendors before?

Mr. Fisher: Yellowstone who is our landscape contractor. They are the highest and Baynard is the lowest and we do tons of work with Baynard.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor proposal from Baynard Plumbing to replace the Boulevard Irrigation Well Pressure Tank was approved for an amount of \$750.

Mr. Fisher: Thank you.

**D. CDD Manager**

Ms. Burns: I spare you and pass, thanks.

Mr. Costello: I have a question. Back in May we sent the City of Lake Wales a letter about money that had been for sidewalks out in front here. What ever happened with that? Has there been any disposition to that?

Ms. Burns: Andrew sent the letter.

Ms. Carpenter: We have not gotten any comment back.

Mr. Costello: I had a copy of it yesterday. Unfortunately I didn't bring it with me. It was written like on May 16 or 17 or something and we haven't heard anything from them?

Ms. Carpenter: We can try and reach the city and try and talk to them.

Mr. Costello: That would be nice. It was like \$19,000 or something.

Mr. Deane: I go to the Lake Wales meeting and I asked them about the sidewalk money twice. They keep saying they keep looking for it and they haven't found it yet. That is what they tell me. I didn't know Andrew sent a letter.

Ms. Carpenter: We will follow-up but most of these usually put that money into their funds for sidewalks, it is not usually a portion directly for any particular sidewalk, almost like an impact fee but we will try and follow-up and see if we can find anything out.

Mr. Costello: It has been five months, we should have an answer by now.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

**B. Combined Balance Sheet**

Mr. Costello: Approval of the check run summary.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor the check run summary was approved.

Mr. Costello: Combined balance sheet.

Ms. Burns: There is no action necessary on that but I would be glad to answer any questions anyone might have.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Mr. Steve Realmuto: I will keep this brief since I do think something needs to be said. First of all I applaud your approach to acquire the golf course or make an offer at least to acquire it directly as the designee from the developer rather than allow the title

pass through CDD II and then negotiate for purchase, however you need to understand they were very clear and had a contingency plan. My understanding is they intend to proceed and obtain the City of Lake Wales permission to do what they want to do with it. My understanding, what their attorney stated that at their last meeting was that they were planning on coming to the November 19 meeting to do that. There was also a meeting that he couldn't come November 6<sup>th</sup>. I would like to ask this Board to take a formal position on that and send the City of Lake Wales a letter with the Board's position on that. Also encourage each of you and residents to show up and voice their opinions at whatever that is scheduled for. Thank you.

Mr. Ron Buran: 3002 Ashton Palms Drive. I believe it was the September 2018 CDD Board meeting I attempted to read into the record the definitions from the CC&R's as our registered at the County Courthouse defined what property the CDD owns. What constitutes the golf course tract and what responsibilities the HOA had in regard to this. Because of the arbitrary three minutes rule I was not able to get that all into evidence however I presented to the CDD counsel at that time several drone photographs of the property behind my home which has fallen into disrepair which Christine and the tax maps show as golf course tract properties, the CC& R's define as CDD property. I have received no response as far as any decision by the CDD counsel in that regard. If the new survey shows that it is still in fact part of the golf course property and does not conform to the CC&R's, I will take every effort that I can to impede any sale of the golf course tract until that issue is resolved.

A resident: Hello again. In order to make this deal work you guys really need to work before you leave this room today. There is a framework that I think will work that is just my personal opinion but I have been out this now for as long as you guys have. I have spoken at great length to both Boards and to the developer. If you go in there and offer them \$250,000 for your portion of the land it will not work. They are already committed to going it alone. If they go it alone it will create so many more problems for this community that we cannot allow it to happen. Here is my suggestion. I think the lawyers can figure this out, at least I hope they can. I have a lot more faith in lawyers than you do my friend. You need to do an amendment or revise the agreement and here is what it needs to say. It needs to say that you will jointly own the property. I believe legally

that can be accomplished. CDD I and CDD II become joint tenants in owning all the property. I think legally that will accomplish the things that need to be accomplished with transferring three holes, all the things that go along with it. You need to do a management agreement. The West has said they are willing to take the management of golf club so let them do it but we need to retain the right and the obligation to maintain the ponds, the bridges, the cart paths and everything else that is in our District. Let them do their District and we will do our District. Hopefully one day we become one District but I don't see that happening. I have lived here long enough, I don't know if I can but if you do an agreement like that the purchase price then can be calculated as half of what their costs are. Trying to put a number on it is impossible because you have the Eagles Nest. You have a building, you have 21 holes, if you had months maybe you could do it. Let's be honest, this Board backed itself into a corner when you pulled out of the deal. The West went in and grabbed the bull by the horns and said we are doing it. They have a deal on the table. They can do it without this Board. They said they are going to. You heard them in here today. Calmly they said hey, we presented you with this deal, take it or leave it, which I will say for the first time I'm agreeing with your counsel, you cannot sign that agreement with an open ended even though I think in good faith they probably would act in good faith but trust and verify. Can you before you leave today come up with language that our attorney can draft to suggest joint ownership because again I have looked at this and I'm not practicing anymore so my brain is not as sharp as it once was but I think that accomplishes the legal objective. If it doesn't, then you need to put in the interlocal language that allows the purchase to go forward jointly. Ok that will accomplish your goals of getting us the property now which I think is the right thing to do. Let the West manage the golf course which they seem willing to do. They are going to do it without us. The number can be figured out, one, you guys haven't even seen the sales agreement. You are not even a party to it anymore. You are out of there. Although they suggested it is the same, it may be very close, it may not be but there is a number in there. We got the numbers he put in. We have the bonds and you have your due diligence and their due diligence. There is a formula that will come up with 50% of what's going out and what we have to come up with. I'm urging you not to leave the room today because anything else will be a waste of time. You send them a proposal that says \$250,000.

Mr. Costello: We said \$250,000 and we also said let them counter.

A resident: There is no time they are going to go it alone.

Mr. Costello: It is not our fault that the time is running out. We only got this agreement on Friday.

Ms. Carpenter: I think the joint ownership is problematic for the same reasons because it is two Districts in each other's property but I think the point is understood by the Board, the Board if they want to come back with something. This Board very much wants to work with Lake Ashton II and I think the idea is yes we will each own our own but you operate as one club. We are happy and willing to operate it. I think that has been a big concession so it is really a matter of a number and we can put together an agreement very quickly.

A resident: I sense a big hesitation on the West without getting those three holes transferred over because as you have said, the future Board's may think differently. Without those three holes they don't have a golf course.

Mr. Costello: Precisely. I have said from the beginning of this meeting I don't want to be an obstructionist but I don't want to write a blank check either.

A resident: You heard me say I agree with that position but saying you don't want to be an obstructionist and doing the opposite.

Mr. Costello: It is not our fault that the time is the way it is.

Ms. Carpenter: I think both Boards are in the same position. They want the three holes, our Board wants one of the buildings. It is just the way it is.

A resident: That is why joint ownership.

Ms. Carpenter: It would be nice but it would be meaning going to both cities and getting powers and it would be a lot.

Mr. Costello: As far as the building goes, let them run it. It doesn't bother me in the least. I proposed three months ago that we buy it and lease it to them and everybody looked at me like I was, forget, it isn't going to happen. It would have been the best thing that could have ever happened.

A resident: There was a deal on the table and it's gone so now we need to find the right deal that makes this work. We can't go backwards. You want to go forwards. You don't want to be an obstructionist.

Mr. Costello: And I think a lot of that is in the fact that you have to look at so many other things that we do. We have the restaurant going on. We have a lot of things and we are willing to say to them if you want to run a golf course, run a golf course. We will help you in any way we can.

A resident: It is a good deal if we could pull it off. In order to pull it off we have to put it together to something they can say yes to, otherwise they are not going to do it.

Mr. Costello: We are not saying they have to say yes to it, we are saying come back with us and tell us what it is going to take in order to satisfy them.

A resident: We have been doing that for years.

Mr. Costello: This should have been a joint meeting like I said.

A resident: Going back and forth takes time. In any event I just think that the concept and the framework for a deal is there. Don't let it pass again, that is why I said don't leave this meeting because that adds to the time problem of presenting something to their Board and they are going to come back. Your Board has to consider it, their Board has to consider it. It is an issue so try to put something on the table they can say yes to. I don't know if you can do that or not. I think the lawyers have to work a little harder now to jointly make this happen in terms of the legal aspects of the ownership. I know it is a problem I know that Chapter 190 presents some problems but where there is a will there is a way and you guys can do it if you want to. Thank you for your time.

Mr. Costello: Thank you.

Mr. Pete Perez: I have a couple of things. Number one, that idea of putting those lights out at the entrance was wonderful. Old guys like us, we really can't see and now it is lit up, it is great. People that are knocking it down are idiots, however I just wanted to say that. The other thing I just want to say is Jackie and I have been living here for 15 years. Because of health reasons we are selling our home and we will be moving back down South Florida. We want to thank you for your service and I have nothing more to say other than thank you.

Mr. Costello: Thank you.

Ms. Burns: That is very nice.

Mr. George Rogers: Just briefly. A third lawyer's opinion, how about that. This Board decided that in fact the first option, the sales agreement that was offered several

months ago was a bad deal. There was no way they were going to make up their deficit. That hasn't changed. When you properly got out of the deal that again hasn't changed. The CDD II decided to go ahead all by its own to continue on with a bad deal which makes it worse when one CDD tries to take care of it. They are not going to make up those deficits over the next five or six years. They are going to be in terrible financial trouble or they are going to have to be doing assessments and so forth on their homeowners. If you make an agreement with them and there is litigation over how bad a deal it is they made we are going to be drawn into that litigation. I oppose you doing any deal with them, somewhere down the road with them because of this bad deal they have all these deficits they are not going to find another buyer. There is no reason to worry about competition. The only way they are going to be able to get out of debt or share some of the financial problems is to sell the property to us four or five years from now. I don't see any reason to have to rush into anything or any agreement particularly one that may get this Board involved in litigation down the road. I am a trial lawyer that is all I have done in the last 45 years is litigation and I could see litigation coming.

Mr. Costello: Thank you.

Ms. Debbie Landgrebe: Gullane Drive, Lake Wales. In regards to the ponds that people were complaining about, would the CDD be able to write a letter to the golf course owner indicating their lack of taking care of things? Who does that fall on?

Ms. Burns: We have done that and we have also sent letters to the City of Lake Wales and Winter Have Code Enforcement as well.

Ms. Landgrebe: And no response.

Ms. Burns: Correct.

Ms. Landgrebe: What is the next step legally? Maybe we need to sue them. In regards to the golf course I do think it is a very unfortunate that we received that document Friday night. I don't think that gives everyone time to digest or process anything. I would caution about jumping into anything because those rocks all need to be uncovered. I do hope that CDD II purchases everything and wish them well in doing that. The last thing I have to say gentleman I'm very disappointed that you all choose not to bring a female onto the Board.

Mr. Costello: Ok.

Ms. Burns: I think we need to continue the meeting.

Mr. Costello: That is what I was going to ask. Do we want to continue this in the hopes that we are going to be able to have some sort of interaction with CDD II?

Mr. Ference: I will make a motion that we continue this meeting with the anticipation that we will hear back from CDD II within a certain time limit.

Ms. Burns: We need to pick a date and time to continue the meeting to.

Mr. Costello: Thursday afternoon, let's say 1:00 p.m.?

Ms. Burns: I have a two hour window on Thursday only sorry. I have between 10:15 and maybe 12:30. That is all I have.

Mr. Ference: Can you have someone replace you on Thursday? Not that we want to replace you.

Ms. Burns: Jan says I'm irreplaceable.

Mr. Costello: What is the timeframe on this? I know you said the end of the week. We want to accommodate you and we want to get you an answer in time where you can do something.

Ms. Burns: They don't have a meeting even scheduled to even consider anything.

Mr. Costello: The only thing is the offer is going to whomever. I don't know how they are going to make a decision with the Sunshine laws the way they are. It is a sin that our hands are tied. All I am trying to do is accommodate them. Can they call an emergency meeting?

Ms. Sandy: Emergency meetings are meant for like hurricanes.

Mr. Costello: I'm simply trying to accommodate you people that is all I am trying to do. Everybody says that one is against the other. I'm not against this. If you want to run a golf course, run a golf course.

Ms. Sandy: Do we have a meeting scheduled for November 7<sup>th</sup>?

Mr. Costello: Jim, when is your next meeting scheduled?

Ms. Burns: They don't have anything scheduled in November at all. We are going to set one after we had an answer today that was the intent.

Ms. Sandy: What would be the earliest day?

Ms. Burns: The earliest would be the Oct 31<sup>st</sup> or November 1<sup>st</sup>, next Thursday or Friday.

Ms. Sandy: We would have to call our Board and see if we can even schedule a meeting but that is probably the earliest that we could meet to consider something. My suggestion would be if we can, something, a counter proposal in writing then we can try and schedule a meeting and look at it and work with your counsel to see if we can come up with something that would make this acceptable to both Boards with the hopes that we can bring it back.

Ms. Carpenter: Why don't we set a continued meeting for this Board if we possibly can Thursday or Friday at least to have a quick conversation about a proposal back? That would give them time to advertise after that if they felt they wanted to go forward.

Mr. Costello: Can we have a quorum for Friday?

Ms. Burns: I still only have two hours on Friday.

Mr. Plummer: I thought we can't get the room.

Ms. Wells: It is till one. It is just whether counsel and the manager can be here.

Ms. Burns: As long as I can get back to Orlando by 5:30 p.m. to get my son I can do Friday afternoon.

Mr. Costello: What about 1:30 p.m.?

Ms. Carpenter: We have a meeting, Andrew or I can come. Is Thursday better?

Ms. Burns: I have two to two ½ hours to be able to be here on Thursday if you want to do that. I have a meeting later in the afternoon.

Ms. Carpenter: What time is your availability? I can do 10:15 a.m. to probably 1:30. That gives a couple hours on Thursday.

Mr. Plummer: That is ok with me.

Mr. Costello: What time Thursday?

Ms. Burns: 10:15 a.m. or 10:30 a.m.

Mr. Costello: I'm going to say yes. Is the room available here?

Ms. Wells: I will have to see. Caroline, can you check the schedule and see if 10:30 on Thursday is available in the ballroom?

Mr. Costello: They said that they need an answer by the end of the week.

Ms. Carpenter: We will make changes to the interlocal to incorporate that \$250,000, we could do that and send it back. If there is no particular comments that

would need discussion we could then submit it to them formally. If we have issues then we would have to come back and have a meeting.

Ms. Burns: Are you guys comfortable with Jan drafting that and submitting it?

Ms. Carpenter: Let's continue it to Thursday at 10:30 a.m. If we don't need it we don't need it. We will try to draft up just some modifications to their document. If it looks like everybody agrees we can submit it. Again I can't poll people but if nobody has comments, if we meet, we can meet briefly, we can even call in just to get whatever comments is any and give it back to them Thursday afternoon so there is a formal proposal for them to consider if that is what the Board chooses.

Mr. Costello: Ok I will make a motion that we continue this meeting on Thursday morning at 10:30 a.m. and try and get some interaction between the two groups.

Mr. Deane: Second.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor to the meeting was recessed to reconvene on Thursday, October 24, 2019 at 10:30 a.m.

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Assistant Secretary/Secretary

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Chairman/Vice Chairman

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

The recessed meeting of the Board of Supervisors of the Lake Ashton Community Development District held on October 21, 2019 was reconvened on October 24, 2019 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello	Chairman
Borden Deane	Vice Chairman
Robert Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present:

Jillian Burns	Governmental Management Services
Jan Carpenter	District Counsel
Christine Wells	Community Director

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the roll and established a quorum was present and led the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Public Comments on Specific Items on the Agenda** *(speakers will fill out a card and submit to the District Manager prior to beginning of the meeting)*

Mr. Costello: Ok public comments. The first speaker, Maxine Ritter.

Ms. Burns: We just want to state for the record that this is a continued meeting from the meeting that was advertised on October 21, 2019.

Ms. Ritter: Good morning. The LACDD II has presented us with a unique opportunity offering to purchase the 36 hole course from the developer and maintain the access to the golf course equally among the Lake Ashton residents regardless of their address. They are not asking us for a monetary commitment. They just want our support. The response from the LACDD Supervisors seem to be laced with suspicion and skepticism. The folks on the West are our friends. They are our neighbors and

**October 24, 2019**

**Lake Ashton CDD**

sometimes they are family members. We play golf with them. We socialize with them. We spend our holiday celebrations with them. The LACDD II realizes that for various reasons we have not chosen to purchase the golf course at this time. The East gets additional time to buy in if they want. The maintenance of the ponds, the path and the golf course is removed from the developer and the whole ugly mess that is has gone to buying the issues in Lake Ashton gets resolution. Once again, the discussion has come down to us versus them. Later on Monday afternoon after I was at the CDD meeting, I was reading my email and I saw an email regarding the food truck and entertainment event that is going on at the HFC. My first thought was oh, that is a West event. Then it hit me I had never thought that way before and it made me sad. It was the first time that I ever succumbed to negative thinking, it should make us all sad that we have let this situation come to this negative place. We are one community. We share our entertainment events, the pools, the pickleball courts, the restaurant and all of the other things that make Lake Ashton a good place to live. We have no reason to assume that the LACDD II has written up the interlocal agreement to purchase the golf course and present it to us with the intent to somehow trick us. I think that it is insulting and rude to make that assumption. I think they came to us in good faith. The purchase of the whole golf course would be an asset to the East just in having the maintenance of the course and the ponds out of the hands of the developer. The East is being handed a gift here. Whether or not the three holes could be seated to the West as a governmental issue that should not have any long term negative consequences to the East. We already think of those golf course holes as being West. The solution that the West has crafted and have paid for seems far more beneficial to us then it is to the West. The West is assuming all of the risk and we are getting a lot of benefits. The price for us buying into the golf course came up on Monday's meeting. Rather than being concerned about what price the LA CDD II would charge if we decided to buy into the golf course, we should be concerned with how it could combine our two CDD's and become one community saying multiple duplicate costs and pulling our resources to become one strong community together. This would show true fiscal prudence. I strongly urge the Board to approve the interlocal agreement to allow the LACDD II to purchase the whole 36 holes and do it quickly before they change their minds.

Mr. Costello: Thank you. Trish Safer.

Ms. Safer: 3754 Litchfield Loop. I'm concerned that there is not enough consideration for us in signing this agreement. I see the only consideration that we get is golf course path access. I'm not convinced that this will be enforceable if access was denied. I think consideration that you should have before signing in writing should be that the East course will be maintained to the same level as the West course so as not to have seeding issues as you discussed about if they decided they only needed nine holes. Number two, we could negotiate at any time a price for purchase directly with the developer during the years that they are operating the course. Number three, the top price for us would be a pro-rated current purchase amount with no more fees added as we have already incurred fees and would if there was another purchase. This would give us time to see if the plan of decreased fees to golf members really works or if it is going go up in cost via assessments. It will also give us the actual cost to operate the golf course by a community and know the deficit cost per member on the East. Thank you.

Mr. Costello: Thank you. Mr. Zelazny.

Mr. Bob Zelazny: 5291 Pebble Beach on the West. First I would thank you for continuing your meeting from Monday. I apologize for not being able to stay to the end. I just want to remind everyone here the West wants to work with the East, that is why we asked for you to reengage and see if we can become one community, one purchase and move forward. I would ask in your negotiations today you do the following; you approve the sale of the golf course tract to the CDD I, that you negotiate a cash offer to our CDD so that you can retain ownership of your property and that you would cede holes 13, 14 and 15 and the two lots adjacent to the Eagles Nest to the West and then I would ask that your negotiations when you figure out what you are going to offer that you make sure you include due diligence, legal costs and closing costs. If it is a complete package I believe our Board would be more than happy to entertain it at our next meeting. You need to discuss what a joint use agreement would be, golf club versus the golf course tract and who maintains what. The lady who just spoke, Trish, you should not be concerned with the operation of the golf club. That responsibility has been accepted by the West. All you are doing is talking about the purchase of the golf course tract, land which is in the East and how we address that. Thank you.

Mr. Costello: Thank you.

A resident: I was here Monday morning when you were discussing the golf course and I just want to know, it was left off very abruptly, good job, Mike, but my concern is that they wanted you to sign something, I don't know if it was in the form of a purchase and sale agreement or it was just going to be included in some sort of a form that was already agreed upon? It was very confusing to understand. However, in Florida don't land transactions have to be in writing? They can't be verbal contracts? Can anyone answer that?

Mr. Deane: Yes.

A resident: How could they expect you to agree upon a price when there was no price ever given? That is not a purchase and sale agreement. They wanted you to buy back or we wanted to join them in purchasing this and then allow them to manage it as I understood it. Is that correct?

Ms. Carpenter: The transaction very briefly is an interlocal agreement, a written agreement was presented to this Board where Lake Ashton II would purchase both courses East and West side. This Board would approve that plus some other things to allow them to do it and operate it. The purchase and sale was something that came up afterwards that the Board was planning to discuss today.

A resident: Ok. I'm definitely in agreement with that. That would include three holes on the East course or it is the whole thing that we are talking about?

Ms. Carpenter: It hasn't been discussed yet. That is what the Board is here today to do.

A resident: Ok, thank you very much.

Mr. Costello: Do we have anymore?

Ms. Burns: No.

### **THIRD ORDER OF BUSINESS**

### **Unfinished Business**

#### **A. Consideration of Draft Interlocal Agreement between Lake Ashton CDD and Lake Ashton II CDD Regarding the Acquisition, Operation and Maintenance of the Golf Club**

Ms. Carpenter: Just to bring everybody up to speed. The Board at the last meeting rejected the interlocal agreement presented by Lake Ashton II and instead talked about considering a similar interlocal, but one where this Board would purchase the land within

its boundaries and allow LA II to purchase the land within their boundaries and have Lake Ashton II operate the entire golf course. There is a number of other issues but that was the premise. We did take the interlocal agreement and modify it to quickly incorporate those ideas as well as anything else that comes up today. That is where the Board is now to consider this potential offer back to Lake Ashton II.

Mr. Plummer: I would like to address the issue and in fact make a motion. First of all I would like to make a motion that we allow the West to purchase the golf courses. I would also like to enter into an agreement with them that we purchase the East golf course from them as soon as they can assign it to us at a cost of \$250,000 including all closing costs. \$125,000 of that at closing time and \$125,000 at one year from the date of closing, allow Lake Ashton II to purchase golf course holes 14, 15, and 16. Allow Lake Ashton II to operate the golf course operations on Lake Ashton I land at no cost. The reason I stuck that in there was I was concerned if we lease it to them, then it may alter our not for profit status. Cart paths, bridges and ponds on the East property shall be maintained by Lake Ashton I and there is an issue with the Pro Shop and Eagles Nest. It quite frankly straddles the East/West border. My continuing part of this motion to convey at some point the two lots that are on the East side of the Pro Shop between the Eagles Nest, Pro Shop and Dunmore to Lake Ashton II. That would also take care of that issue. Finally I want to work diligently to finalize an interlocal agreement to include this offer and all issues going forward with any and all the golf course issues.

Mr. Ference: I will second that motion.

Mr. Costello: Do we have any questions on that motion?

Mr. Deane: In the first place I don't think we can give land that is in Lake Wales to the CDD on the other side. That has to go through the City of Lake Wales if I'm not mistaken. We can't clear title land over to another.

Ms. Carpenter: With cooperation we can, it would mean changing the boundaries of both Districts and there may be some lots split necessarily and a number of other things but if both sides want to do it, it can be done, it just depends on how the cost would be split and that sort of thing.

Mr. Deane: The problem is if you do that and have a continual boundary you are taking 80 homes that are in Lake Wales and putting them in Winter Haven.

Ms. Burns: Not homes, the golf course parcels only.

Ms. Carpenter: We are just talking about the parcel that has the Eagles Nest on it. It does appear at least from aerials that the buildings straddles East and West.

Mr. Deane: He's talking about holes 14, 15, and 16 also.

Ms. Carpenter: For the holes that would require an expansion of their District and contraction of this District yes. It wouldn't affect residents. That would just be the golf course property. That is doable through the various cities we would have to go to.

Mr. Deane: If the cities agree to it.

Ms. Carpenter: That is correct.

Mr. Deane: I have been told by Lakes Wales that they don't want to give up any property.

Ms. Carpenter: Because it is probably not producing much income it may not be the same issue as the entire golf course but again that would be something that would have to be taken into account in the agreement that if it couldn't happen we would come up with a different long term lease or something.

Mr. Deane: What I was told in order to have a continual boundary that they would have to give up houses that are located currently in Lake Wales to move the boundary that would include because the boundary runs straight down the street and on the left side of the street are Lake Wales home. On the right side of the street are Winter Haven and I'm just saying what I was told that would include them having to give up the homes on that other side of the street to encompass the golf course property and they are unwilling to do any of that.

Ms. Carpenter: We can expand the boundaries without necessarily changing the city boundaries. It would be just allowing Lake Ashton II to have some property within the city of Lake Wales. A CDD can straddle the lines of the city and county as long as there is two different cities. It is fixable. It will take some negotiations with Lake Wales and Winter Haven to make sure it worked, but it is doable.

Mr. Plummer: You are actually not moving any land that is extended in either city from that city, you are just allowing someone else to purchase that land.

Ms. Carpenter: Exactly and you would be just expanding the boundary of the District but that doesn't matter if that is in the city limits or not as long as both cities agree.

The lawyers can work through that with their attorneys. It shouldn't impact from a city perspective. It wouldn't impact their revenue or anything.

Mr. Deane: I'm just saying what I was told.

Ms. Carpenter: I appreciate that and of course we would have to look through title and everything else, but again, with direction we can draft up something to figure out a way to make it work.

Mr. Costello: I think my only question is the maintenance of the land. You want us to maintain?

Mr. Plummer: Ponds, bridges and cart paths just like we talked about since day one. Part of my reasoning behind that is we have fielded multiple requests about ponds and the shape that they are in. We have told them rightly so that until we own them we can't spend money on them. Under this agreement we would own the land, which includes those ponds, and then we can actually get the ponds back to where they should be and what they should have been along as well. That is neither here nor there. It is a matter that we would own it so we can take care of it.

Ms. Carpenter: The ownership of those I think also, one of the key points would be ownership and the cross easements for people on both sides to be able to use the path system so we can make sure those easements are actually drafted and in place so it doesn't come up again.

Mr. Plummer: That is under the last item as far as working with the interlocal agreement to make those agreements, which I think is very important that we do that to make sure that they do have access to both.

Mr. Costello: My only other question would be the maintenance of the course itself. We are talking a business that has been on down scale over the last several years and it is quite possible that if there is a financial problem, I can only imagine that and rightfully so they would probably want to close down holes within our jurisdiction prior to closing down any part of the course within their jurisdiction. My only question is are we going to become responsible for maintaining this property? I realize we wouldn't have to maintain it the way the golf course is and it would probably become much less expensive but there is things there that are just, it is always a possibility and not only that, like I said you look at the makeup of the Boards now, you don't know who is going to be here tomorrow. You

just don't know. I realize that they can't give us 100% assurance that it is going to be maintained or that it is going to open or anything else but there is always that possibility.

Mr. Ference: That is why the future Boards will take the issue up, not us. We are dealing with the present, not the future. How can we determine the future when you just said we don't know what the Boards may be in the future?

Mr. Costello: All we are doing is protecting ourselves against a problem in the future.

Ms. Carpenter: Bob, the way we can do it is to include in the interlocal that there would be a lease or maintenance agreement, an agreement between the two for Lake Ashton II to operate all the holes in the golf course for a certain period and then they would have to come back. It would be an automatic termination for renegotiation if they want to close holes or change the level of maintenance. We can put that in the interlocal. These are some basics. That way, yes, if for some reason they wanted to stop and this Board would have the maintenance obligation that would be another discussion of what you want to do with the property.

Mr. Costello: If you don't try to protect yourself against the future don't buy insurance. Don't buy insurance because why worry about it. Whatever happens just worry about it when it happens?

Mr. Deane: That is something that has to be put in the interlocal agreement.

Mr. Costello: I think that quite honestly they have to look at the fact that they are getting a building, they are getting two businesses, the Pro Shop and the Eagles Nest. They are getting equipment. They are getting golf carts and I think the \$250,000 is more than acceptable as far as I'm concerned. Thank you.

Ms. Carpenter: The Board did ask us to look at the property appraiser value, the building is at about \$340,000 which is generally much lower than the actual market value just so you do know that there are numbers to support that position. We initially drafted to enter into an agreement that they would run the golf course as a cohesive whole. We can bolster that a bit to say that it would be operated at the same standard and with some sort of 90 or 180 day termination should they want to change that which would give the Board a chance to renegotiate something different or decide which holes. That wouldn't obviously have to come later but we can put some basic parameters in to keep that comfort level.

Mr. Plummer: Mike, I appreciate your attention to the detail of trying to foresee the future, but by the same token, if we Lake Ashton I and Lake Ashton II Boards can't put some trust back between us, it is going to be difficult to do much else going forward. This is just a start at building that relationship.

Mr. Costello: I understand what you are saying. Personally, I trust the other Board. They are going to do what they want to do and they run their District in a very good manner as far as I'm concerned. I don't have a problem with sharing amenities or anything else. Jan is telling us that through an interlocal that we can put something in there and it will go forward fine. The only thing I'm trying to do is to make sure as time goes on should they find a reason and it could happen, maybe it won't happen. I hope it doesn't happen, but by the same token, if we can do it with an interlocal agreement let's do it that way. All I'm asking for is some sort of insurance more-or-less that this place is going to be kept up. As far as the lakes, they are a mess. We talked to the people from Applied Aquatic, Christine and I two weeks ago. They are looking at least ten treatments in order to get these bodies of water back into the condition that they were. Their biggest fear is what are they going to do the inhabitants of the water, the fish and everything else? There are expenses that we are going to incur but like I said they are getting a lot on this deal as far as I'm concerned. I like your motion, I think it is good, but by the same token, I think that we need assurances. If we can do it through an interlocal, let's do it.

Mr. Plummer: That was the reason for the last item in my motion was to work diligently on an interlocal agreement that would be agreeable to both Lake Ashton I and Lake Ashton II.

Mr. Costello: We have a motion and a second. Do we have any other questions on the motion or any other comments?

Ms. Carpenter: I have two questions on the real property stuff. The three holes conveyance, would that begin immediately on figuring on how to do it or after a certain period? That is a bigger and more expensive issue. Would that be something you would want to put in there? The ability for them to acquire it if they want with a cost or something.

Mr. Plummer: Wouldn't it be more efficient to acquire it right away?

Ms. Carpenter: That would take some time because we have to go to both jurisdictions. That is time consuming.

Mr. Plummer: Then I would say whatever the best avenue to accomplish that is.

Ms. Carpenter: On the Eagles Nest, do you just want to make it more general either dedicate property or figure out a way to have that building wholly within ownership by LA II so it is no split if that is the case or just leave that for now?

Mr. Deane: You can leave that the way it is. They say they are going to manage it and have those two buildings and run it.

Mr. Plummer: That is not the issue.

Ms. Carpenter: The issue is we just need to make sure we know who owns that so if something ever does happen we have clear ownership of the building.

Mr. Plummer: There is approximately 10 or 15% assessed in the East. That is the issue.

Mr. Costello: Do you feel that they are going to have more trouble annexing the property that the Eagles Nest and the Pro Shop are on due to the fact that they are businesses and they are going to be taxed?

Ms. Carpenter: I think we just put we will cooperate to achieve in the West side and we can figure out how we do it down the road. I think that is the issue.

Mr. Costello: I think if we can get this agreement through I'm willing to go to bat for them as far as able to annex that property.

Mr. Plummer: I don't think we are talking about annexing at all, I just think we are talking about selling the land so they bill on it just like the land on 14, 15 and 16.

Ms. Carpenter: We just have to figure out where the lines in the city are because it is very strange that it is divided in the middle but it's because these were formed at the County so maybe for any title issues we will cooperate to clarify for them to get ownership of the building on their side, the West side.

Mr. Costello: Financially I mean we are really not going to be holding any risk as far as any other then maintaining like you said the cart path, bridges and ponds.

Ms. Burns: I just want to summarize what I have for the record what your motion was. I was writing very quickly. I have \$250,000 including closing costs to purchase the land within the Lake Ashton boundaries, \$125,000 at closing and then \$125,000 to be paid one year from that date, purchase holes 14, 15, and 16, allow them to operate the golf course, including on the East side at no cost.

Ms. Carpenter: Operate the golf course at no annual cost, but they certainly will have costs to do so operate for no rental fee.

Mr. Plummer: My only concern was if we leased it to them what that would do to our nonprofit status.

Ms. Carpenter: We are a government so we don't have to worry about that, but we have to make sure it all works. It would be some kind of agreement to lease or whatever, but we are not charging them to do that. They will have insurance and the other costs associated with operations.

Ms. Burns: Lake Ashton would maintain the ponds, paths and bridges within the boundaries of Lake Ashton, and convey the two parcels around the Pro Shop to Lake Ashton II.

Ms. Carpenter: I would say the parties will cooperate to make sure that if there is any property disputes or lines that the property of the Eagles Nest is wholly within Lake Ashton II ownership. We can come back once we have specifics how best to do that.

Mr. Plummer: The last we're just working diligently on an interlocal agreement.

Ms. Burns: That is what I had, I just wanted to make sure we had it worded in a way everyone was ok with it.

Mr. Costello: Do we have a joint meeting scheduled?

Ms. Burns: No.

Mr. Plummer: In fairness here, does the interlocal agreement in any way shape, now that Lake Ashton II has an offer on the table, does the interlocal have to take place before their closing or can it be worked on past the closing date?

Ms. Carpenter: I would think that they would want to have some sort of written agreement as to what we are doing because they need to know if they are going to acquire both their side and this side, or if we are going to acquire this side, so I think we need to present them. I think we made enough edits that we are fairly close. Really just cleaning up the property conveyances.

Mr. Costello: In reality I think this should have been a joint meeting, but we couldn't do it due to Sunshine Laws. I think we both want to get together to clarify which way it is going to go.

Mr. Carpenter: So, basically in response to their interlocal, this is their counteroffer back. We can, I guess to make it happen quickly, if the Board would approve this with the modifications.

Mr. Plummer: I was going to say some of the issues in the changed interlocal as presented obviously has changed again with this motion if this motion passes.

Ms. Carpenter: We have the \$250,000, we can just clarify that. We need the property and the cooperation on the Eagles Nest parcel but I think the paying for the maintenance of the paths we sort of figured that. We guessed a little well on this. Having Lake Ashton II operate it as a cohesive whole and we just added some language to make sure whatever agreement that they could make a change to, not operate a whole or different standards without the Board.

Mr. Plummer: Obviously that work is in conjunction with Lake Ashton II's attorney, as well.

Ms. Carpenter: We would have to get the Board comfortable with this. Perhaps we could make the changes, send it if there's no major issues. You can all take a look. If we had to come back we could have the meeting again, but I think at this point it is really just adding a couple of the terms I have heard, and then present that to Lake Ashton II as a counteroffer.

Mr. Plummer: The one that you sent us, have you been in contact with Lake Ashton II's attorney in regard to those?

Ms. Carpenter: No, we haven't. Sorry we just got it to you guys last night.

Mr. Plummer: I understand that. My question is, can the attorneys work on it before we even get to the point of the joint meeting, if you guys can agree on the language?

Ms. Carpenter: Yes, we can. I think it's really a matter of the offer needs to be considered by their Board whether it is in a final interlocal or not but if that is the offer I think that offer can be presented to LA II with a draft interlocal for them to accept with the revisions that the attorney's beat each other up on.

Mr. Plummer: Obviously they can modify the interlocal as they see fit as well.

Ms. Carpenter: The business transaction could be presented just as a verbal agreement and get this done as quickly as we can.

Mr. Plummer: Is that what they need to move forward?

Ms. Carpenter: I think so. I think adding to your motion would be to direct staff to complete and add the terms not there so a verbal offer with a draft of the interlocal be submitted to Lake Ashton II.

Mr. Plummer: I agree to add that to my motion.

Mr. Ference: I will second that.

Mr. Costello: Any other questions? All those in favor.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor the Board authorized to allow Lake Ashton II CDD to purchase the entire golf course, for Lake Ashton CDD to purchase land within their boundaries for \$250,000 including closing costs with \$125,000 paid at the closing and \$125,000 paid one year from the date of the closing, the transfer of holes 14, 15, and 16 to Lake Ashton II CDD, to allow Lake Ashton II CDD to operate the golf course at no rental fee, for Lake Ashton CDD to maintain the cart paths, ponds and bridges within Lake Ashton CDD boundaries, for cooperation of any property disputes to get the Eagles Nest ownership to Lake Ashton II CDD, and staff was directed to complete and add the terms not there so a verbal offer and draft interlocal could be submitted to the Lake Ashton CDD II attorney.

Ms. Carpenter: Mike, if it is ok I just want to report from the last meeting. We did send a demand letter to the restaurant saying we needed the insurance and the certified check. Borden, if you could respond.

Mr. Deane: We did send the demand letter to the restaurant, and for lack of better words, pissed me off, because within twenty minutes after I gave them the letter I got copies of the insurance, so it is something that they have had and I don't know why they haven't been able to give it to us for 18 months. It is ridiculous. We also received yesterday the certified check for the bounced check so they are in complete compliance. I'm checking out their insurance, I know they have the liability in the amount that is required, but I do not know if they have workmen's compensation because it is a separate insurance policy and it is not listed on the policy that was given to us. Other than that, that is where it stands at the present time.

Ms. Carpenter: Ok that is good. That is improvement. Just keep us posted if you need us to look into any of that.

Mr. Deane: I will, don't worry about that.

## FOURTH ORDER OF BUSINESS

## Public Comments

Mr. Costello: Do we have any public comments?

Mr. John Velebir: 5205 Green Drive, West. Just wanted to welcome you guys and your money to this folly. The West has in the interlocal, has made all kinds of promises. Certainly from your perspective you are completely indemnified for almost everything. Have you looked at all to see what their capacity is to fulfill is those promises? There are only 442 houses on the West side. I don't know that they can tax and assess us enough to fulfill all these promises. My point to look at the future, no one else but my prediction is the West CDD is going to be bankrupt within a couple of years. Just like they stampeded you into giving them \$250,000, they will stampede you into having to maintain all of this. In the meantime welcome, appreciate the money. Maybe it will make my assessment a little bit less in the coming years.

Mr. Zelazny: First let me thank the Board. I think today was a great day not only for us but I think for Lake Ashton as a whole so I do appreciate the work the Board did to put this deal together and I think it will be accepted by our Board without many issues. I wasn't going to talk about it, but since John brought it up, we have 680 not 400, and if you look at the number, our payoff to the golf course \$128,000 for the first year going down to \$119,000 through year six. That equates to \$190 per home for six years. That is what the assessment will be if the golf course does not turn a profit. Granted I welcome your money, but quite honestly, you got a good deal at \$250,000 when you consider the deal originally was over \$1,200,000 when we talked at broad numbers. I think for \$250,000 you did get a pretty good deal. Thank you for your leadership and for getting it done.

Mr. Costello: I think on behalf of our Board here we wish you luck in running the golf course.

A resident: I would like to know what it is going to cost us to maintain the bridges, paths and ponds and service calls just to get the ponds back up. Do we have any idea what it is going to raise my amenities in the East? I feel sorry for the West, but I'm also worried about the people in the East on the lower income side as I would say because a lot of us are not from New York or California and are on fixed incomes. I just want to know what the cost is going to increase. Do you have any idea?

Mr. Costello: I have no idea.

Ms. Carpenter: The Board generally doesn't respond, but the District has the obligation to maintain those under the permit, so the obligation is there. I think at this point we already realized we are going to have to on this side be spending some money to get those lakes up to speed even with the current golf course owners. It is somewhat of an inevitable cost and now it is in the Board's control, that just so the Board knows that you have the obligation anyway.

A resident: I want to thank Borden Deane and Mike Costello. You guys did a great job finding all the hidden costs for us. I appreciate it that.

Mr. Costello: Anybody else? Ok, Bob.

Mr. Ference: Thank you, Lord, for all that we have done in this meeting, yesterday, today and tomorrow. We appreciate you giving us the opportunity to love our neighbor as ourselves and do what is right for everyone. Having said that I appreciate that. I make a motion that we continue this august meeting.

Ms. Carpenter: We probably should continue this, in case the other Board comes back with questions or comments, otherwise we have to wait the ten days to notice. If we continue this, hopefully everything will be fine and we can do it without a meeting.

Mr. Costello: The only other thing is in the meantime I would like to see a combined meeting set up between the two CDDs only because of the fact that there are a lot of loose ends here that we would like to tie up prior to putting our signature on anything.

Mr. Ference: But it gives us the opportunity to say thank you Lord.

Mr. Costello: We should always say that.

Ms. Burns: Do you think it would be appropriate to allow their Board to consider this offer first should they accept the terms?

Ms. Carpenter: We have to get them to agree to a joint meeting. We will propose it to them.

Mr. Plummer: There is no way for a joint meeting until they officially approve.

Ms. Carpenter: They would have to say yes, we would like a joint meeting, so it would be wise to continue this in case something comes up we can respond fairly quickly.

Mr. Costello: Can we do it indefinitely?

Ms. Carpenter: No, it has to be a date, time and place.

Mr. Deane: We have to do it next week sometime.

Mr. Costello: How about after Monday coffee?

Ms. Burns: I think we are going to need more time.

Ms. Carpenter: Whatever your availability is. I'm traveling most of next week so Andrew will have to cover that. I'm in Tallahassee all week.

Ms. Burns: How long do you think until you will have the agreement?

Ms. Carpenter: I would say Tuesday or Wednesday. That gives us time to draft it up, have the Board look at it. If we have issues we can come back but gives us time for us to get it to their Board as well.

Ms. Wells: Caroline, can you look at the schedule for Wednesday?

Ms. Burns: I'm available in the morning and Wednesday. I have to be able to make it to St. Augustine by 4:00 p.m. I can do about 10:00 a.m.

Ms. Carpenter: For this Board let's get a date. We may not need it, but if something comes up that we can't resolve and we need you guys Wednesday at 10:00 a.m. and if it is just a question or two we can even just call in and get a simple question answered.

Mr. Ference: At what point will we know that, not until Tuesday night?

Ms. Carpenter: Probably Tuesday. If there are a number of issues Andrew will come in person, if not we can attend by phone if we have a question. Hopefully it won't be an issue and we can go right to a joint meeting perhaps.

Ms. Burns: We are just making sure the room is available.

Ms. Wells: Wednesday at 10:00 a.m. will be fine.

Ms. Burns: Wednesday, October 30, 2019 at 10:00 a.m. at this location.

Ms. Carpenter: Hopefully we won't need it and we will be all set for a joint meeting, but thank you for doing that.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor the meeting was continued to Wednesday, October 30, 2019 at 10:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida.

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

\_\_\_\_\_  
Chairman/Vice Chairman

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

The recessed meeting of the Board of Supervisors of the Lake Ashton Community Development District held on October 24, 2019 was reconvened on October 30, 2019 at 10:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello	Chairman
Borden Deane	Vice Chairman
Robert Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present:

Jillian Burns	Governmental Management Services
Andrew d'Adesky	District Counsel (phone)
Christine Wells	Community Director

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns: I just want to state for the record that this is a continuation of the meeting that was advertised for October 21 and then was continued to October 24 and then continued again to today.

Ms. Burns called the roll and established a quorum was present and led the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Public Comments on Specific Items on the Agenda** *(speakers will fill out a card and submit to the District Manager prior to beginning of the meeting)*

Mr. Costello: Ok public comments. We have a request by Mr. Steve Realmuto.

Mr. Realmuto: Good Morning. I'm glad to see that we now have a path forward that gives us greater control over our communities' future. Hopefully the CDD II Supervisors will accept your offer, only then will the deal be close to being done. As we move forward and the attorney's work to finalize the legal documents, there is several

details on which I believe you need to give them direction. One, and I'm sure the attorney's know this is the deed to the property and not the interlocal agreement that the easement to guarantee all residents access to the golf cart paths and bridges needs to be binding perpetual. Two, an easement should be included to allow the already approved drainage work near the Eagles Nest to proceed. Three, the tax assessor herself has been here and told us in this very room that it is possible some or all of the golf course property will be taxable depending on decisions made regarding its operation accessing membership. Since the operator will be making these decisions and not you it is essential that the agreement either prohibit non Lake Ashton residents from being members or at the very least the lessee is responsible for the taxes. Four, while it is unclear to me exactly what problem ceding ownership of the three holes to CDD II actually solves since it will be operating the entire golf course anyway, it is foreseeable that doing this creates a problem for CDD I residents. As you may know many CDD resident properties abut the property you voted to cede to CDD II. This creates a situation where they will have to go to CDD II whose Supervisors they did not elect rather than their elected Supervisors in CDD I to request pond maintenance or improvements that are foreseeable such as boundary fencing. You could fix this by you keeping the property they abut to within CDD I's boundaries or perhaps by including appropriate easements. Finally I believe a previous speaker at the last meeting raised the issue of trust. As any good businessman knows this isn't about trust. In fact it would actually be much less divisive to the community to resolve all of these details in writing ahead of time so that everyone remembers what the agreements actually were going forward. As much as you might trust current Supervisors or Boards, they do change over time. This agreement done properly is perpetual.

Mr. Costello: That is all the requests that we have.

**THIRD ORDER OF BUSINESS**

**Unfinished Business**

**A. Consideration of Draft Interlocal Agreement between Lake Ashton CDD and Lake Ashton II CDD regarding the acquisition, operation and maintenance of the Golf Club**

Ms. Burns: Do you want me to give an update of where we are?

Mr. Costello: Yes, please.

Ms. Burns: Our counsel drafted an interlocal that had the updates that we discussed at the meeting on the 24<sup>th</sup>. That was circulated to the Board on Monday. Everyone reviewed it. It was sent to the Lake Ashton II attorney's late yesterday. They had a couple of issues that we think still need to be worked through between Jan and Andrew and Mike and Sara. We have been trying to figure out the best way to accomplish this without having to go back and forth with ten days of meetings. Back to the other Board we are running out of time. The thought of being here today is to have this Board designate one person to work with Jan and Andrew and counsel for Lake Ashton II and their appointed Board member Jim to come up with a form of interlocal agreement that can be presented at a joint meeting with a proposed date of November 8, 2019. That is what we are looking for today.

Mr. Ference: Does that require a motion designating someone from our Board?

Ms. Burns: Yes. You would say that it would be to authorize somebody to negotiate an interlocal with counsel and the Lake Ashton II Board member and their counsel to present at the November 8, 2019 meeting would be the motion.

Mr. Costello: You are just talking about going over the interlocal and coming up with more or less a finalized version to present at a joint meeting on November 8<sup>th</sup>?

Ms. Burns: Correct.

Mr. Costello: I could work with Jim as far as that goes.

Mr. Plummer: Mike, can I make a suggestion? Since it was my motion with all the bullet points that has probably made a lot of changes in that I would gladly accept and work that out with them since that probably would be any of the issues in those changes we did through the motion of those. It was actually seven bullet points.

Mr. Ference: If that requires a motion then I would make that motion that Mr. Plummer represent us because of the reasons he just announced.

Mr. Deane: I understand why Bob is making his motion and I understand Mike worked with Jim before with regards to interlocal agreements. If there are any changes made I think it has to be brought back to the Board before it can be voted on. Period.

Mr. Costello: As of now it is all in black and white. All we are going to do is look at it. Like it was brought up by the speaker here there are a few issues that really prior to signing this or approving this they really need to be reviewed.

Ms. Burns: The person appointed doesn't have the ability to agree to anything. They are negotiating the part and would be brought back to the Board.

Mr. Costello: Like I said it is in black and white. I think I was the one I think in the beginning who started the negotiations prior to Bob coming on. It is just a matter of me going over it with Jim and seeing whatever changes are going to be made.

Ms. Burns: We have a motion on the floor from Bob Ference to appoint Bob Plummer as that person. Is there a second to that?

Mr. Krumrie: I will second.

Mr. Costello: We have a motion on the floor and a second all those in favor.

On MOTION by Mr. Ference seconded by Mr. Krumrie with 3 in favor and 2 opposed the motion to authorize Mr. Robert Plummer to negotiate with counsel and Lake Ashton II Board member Jim Meccsics was approved.

Ms. Burns: That is really all that we had today. The only other item I would say are you guys ok with November 8<sup>th</sup> at 11:00 a.m.? Lake Ashton II has a meeting scheduled in the morning at 9:30 a.m. and we thought we could schedule the joint meeting immediately following.

Mr. Plummer: We are assuming that the negotiations would be finished at that point and presentable at that meeting.

Ms. Burns: That is the hope that we would have a form of interlocal agreement to present to both Boards at the joint meeting. If that is ok with everybody, we don't need a motion, we can just go ahead and advertise. We will have Christine and Mary announce. I just need to confirm with the Lake Ashton II Board that works for them but they will all be there that day anyway that would be held, I checked the date with Christine. The USO Dance is here so we will be holding it at the HFC because this room is unavailable.

Mr. Plummer: Does that meet the ten day requirement for the meeting?

Ms. Burns: It does. The deadline for the papers is today at 2:00 p.m. As long as we get them the ad in the next couple of hours we can advertise before, it just has to run next Friday.

Mr. Deane: My question is what if there is changes to the interlocal agreement the way we have it written? This Board has to vote on it before it can, before the joint meeting.

Mr. d'Adesky: I know that Jill said this, but to be very clear, the person is not delegated with authority to finalize or to execute or to approve simply to negotiate it. It would have to be brought back. Some of the changes that have been proposed may be significant, but those would have to be brought back to the Board and considered.

Mr. Deane: So, do we have to meet prior to the 8<sup>th</sup>?

Ms. Burns: You don't unless you wish to. We could continue this again but if we have a form of agreement to present at the 8<sup>th</sup> both Boards as we did in previous meetings would have separate motions to approve that. To the extent one Board or the other didn't want to approve the form of agreement that was provided you would just vote against it at that time. We don't need to hold a meeting for Lake Ashton II to approve it in their own Board meeting and Lake Ashton to approve it in their own Board meeting and then again jointly. Unless there is a reason to continue this again I think we are just looking at the joint meeting on the 8<sup>th</sup> unless anybody has something that they think that this Board needs to discuss before then.

Mr. Plummer: I don't want to continue a continued, continued meeting.

Mr. Ference: Does that require a motion to then to adjourn this a gust meeting?

Ms. Burns: We have to do public comments and then we can do that.

#### **FOURTH ORDER OF BUSINESS**

#### **Public Comments**

Mr. Costello: Do we have any public comments?

Mr. David Price: My name is David Price. Would you explain to me what the interlocal is all about?

Mr. Costello: The interlocal is an agreement between CDD I and CDD II as far as the purchase and operation of the golf course, however it is going to be maintained, greenspace whatever.

Mr. Price: Thank you.

Mr. Costello: Any other public comment? Before we leave I want to read a note that I got. It says "Dear CDD I, Thank you so much for dedicating in the media center in Murray's memory. It would have meant the world to him to have been recognized for his service to the Lake Ashton community. Our family is most grateful for your thoughtfulness. Sincerely, Linda Zacharia." Ok Bob.

October 30, 2019

Lake Ashton CDD

**FIFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Ference seconded by Mr. Costello with all in favor the meeting was adjourned.

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Assistant Secretary/Secretary

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Chairman/Vice Chairman

**LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT  
ENGINEERING PROPOSAL SCREENING FORM**

	<b>1.) Familiarity With Project</b>	<b>2.) Prior District Experience</b>	<b>3.) Staffing - Ability of Personnel</b>	<b>4.) Work Load, Location, Ability to Meet Time &amp; Budget Requirements</b>	<b>Overall Score (sum of 1 thru 5)</b>
<b>Weight Factor</b>	<b>30</b>	<b>20</b>	<b>30</b>	<b>20</b>	<b>100</b>
	Rank/Score	Rank/Score	Rank/Score	Rank/Score	Total Score/Overall Ranking
DewberryEngineers, Inc.					
Rayl Engineering & Surveying, LLC					
Example	<b>30</b>	<b>20</b>	<b>30</b>	<b>20</b>	<b>100</b>

Directions: Rank each category on a scale not to exceed the weight factor, see example. Sum scores from each category 1 thru 5.  
The firm with the highest total would be ranked #1, second highest total ranked # 2, etc.

REQUEST FOR QUALIFICATIONS

# ENGINEERING SERVICES

Lake Ashton Community Development District

OCTOBER 25, 2019



**SUBMITTED BY**

Dewberry Engineers Inc.  
800 North Magnolia Avenue, Suite 1000  
Orlando, Florida 32803

**SUBMITTED TO**

Governmental Management Services — Central Florida, LLC  
5385 North Nob Hill Road  
Sunrise, Florida 33351



Dewberry Engineers Inc.  
800 N. Magnolia Ave, Suite 1000  
Orlando, FL 32803

407.843.5120  
407.649.8664 fax  
www.dewberry.com

October 25, 2019

Governmental Management Services — Central Florida, LLC  
Attn: Jill Burns, District Manager  
5385 North Nob Hill Road  
Sunrise, Florida 33351

**RE: Request for Qualifications for Engineering Services for the Lake Ashton Community Development District**

Dear Ms. Burns,

Our firm has put together a strong, focused and experienced team with the knowledge and understanding of the District's facilities. As the current District Engineer for Lake Ashton CDD, we will continue to deliver each task under this contract efficiently and effectively and value our working relationship with the District. Dewberry also serves as the District Engineer for over 25 Community Development Districts (CDDs) in Florida, which demonstrates our unique experience, familiarity, and understanding of the type of services that will be requested under this contract.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, allowing us to continue bringing expertise, qualifications, and resources to the District throughout the State. Dewberry's depth of professional resources and expertise touches every aspect of the CDD's ongoing needs. From 200 acres to close to 10,000 acres, we offer the CDD a solid team built on past experience to efficiently address the associated scope of work, as well as, the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.

We have extensive knowledge and understanding of the Lake Ashton CDD, its infrastructure, and facilities and will continue to provide the specific assignments noted in your RFQ.

It would be our privilege to continue serving as the District Engineer. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Sincerely

A handwritten signature in blue ink, appearing to read "Rey Malave", with a long horizontal flourish extending to the right.

**Rey Malave, PE**

Associate Vice President  
321.354.9656 | rmalave@dewberry.com

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART I – CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

**Request for Qualifications for Engineering Services for Lake Ashton CDD** (Polk County, FL)

2. PUBLIC NOTICE DATE

September 17, 2019

3. SOLICITATION OR PROJECT NUMBER

N/A

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rey Malavé, PE, Associate Vice President

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER

321.354.9656

7. FAX NUMBER

407.649.8664

8. EMAIL ADDRESS

rmalave@dewberry.com

### C. PROPOSED TEAM

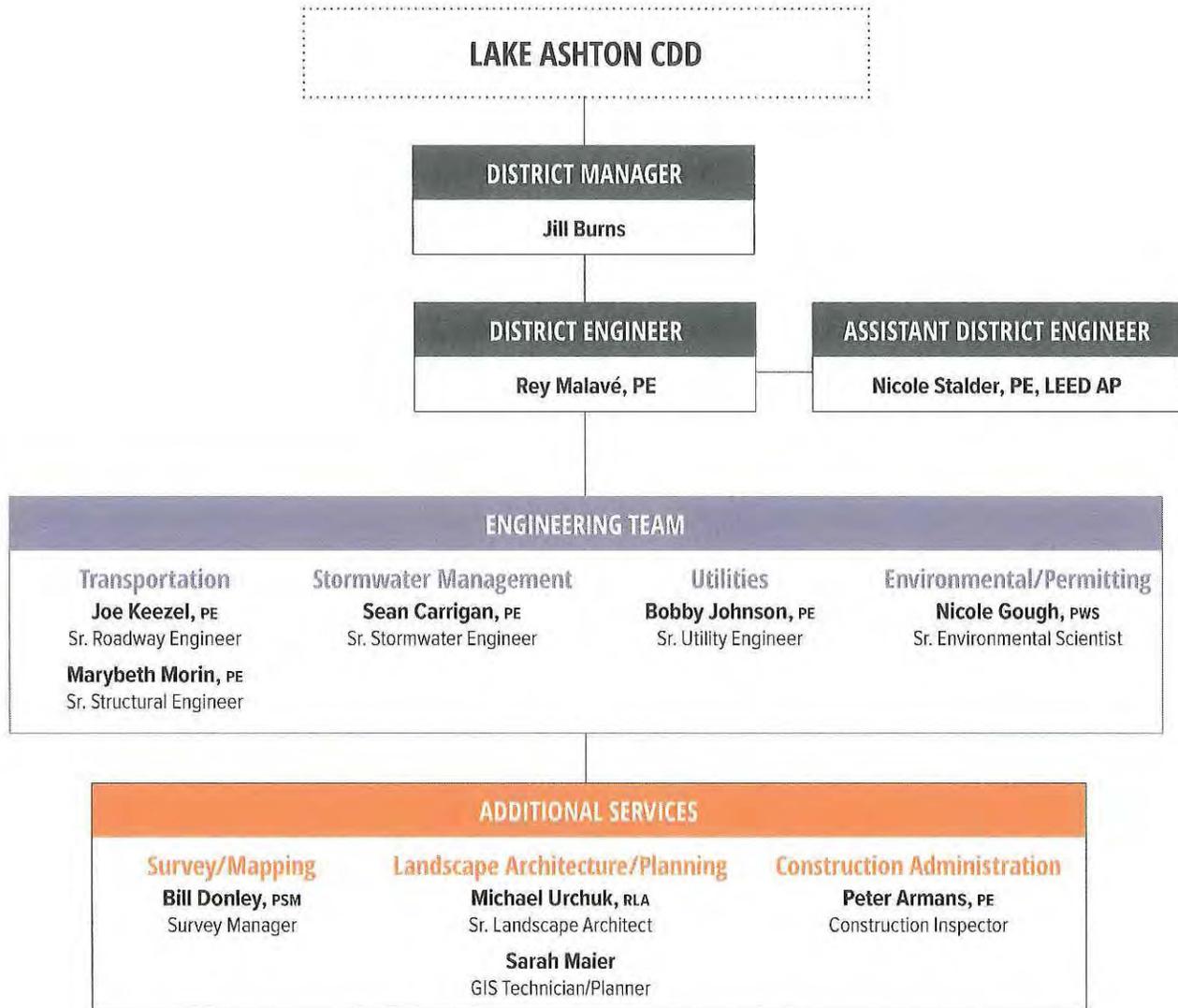
*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			<b>Dewberry Engineers Inc.</b>  <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	800 North Magnolia Avenue, Suite 1000 Orlando, FL 32803	District Engineer; Assistant District Engineer; Transportation; Stormwater Management; Water/Wastewater; Environmental Permitting; Surveying and Mapping; Landscape Architecture/Planning; Construction Administration

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



“OUR TEAM’S EXPERIENCE AND COMMITMENT WILL PROVIDE LAKE ASHTON CDD WITH THE CONSISTENT, QUALITY SERVICES REQUIRED TO SUCCESSFULLY SERVE THIS CONTRACT”

– REY MALAVE, PE  
DISTRICT ENGINEER

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Rey Malavé, PE</b>	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 40
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> MBA/Business Administration; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #31588	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Rey Malavé, Associate Vice President at Dewberry, has 41 years of experience in civil engineering design, and a diversified background in the design and permitting of infrastructure systems, including airports, golf courses, commercial developments, and industrial developments, as well as being District Engineer for over 25 CDD's and Improvement Districts. His areas of expertise include stormwater management systems, water distribution systems and wastewater facilities, effluent disposal systems, sanitary sewage collection systems, mass grading of sites, and Master Community Development. He also has experience in the design, permitting and management of construction administrative efforts for very large developments. Additionally, he is experienced in the preparation of paving and grading plans for roadways and parking facilities. He has managed and participated in the planning and design of nine major Developments of Regional Impact as well as many large and complex projects ranging from 1,600 AC to over 4,500 AC. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Water Management Districts, and other local agencies.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Lake Ashton CDD</b> (Lake Wales, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>District Engineer.</b> As District Engineer, we've provided numerous services to the Lake Ashton CDD, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities. We've also provided consulting engineering services to the CDD Board, including roadway analysis and maintenance repair priorities, construction cost estimates and coordination of a roadway repair and improvement program for all the roads within the CDD, review and inspection program for the stormwater management system for compliance and maintenance of the lake and ponds system serving the community, and coordinated the review, inspection and analysis of roadway determination around utility manholes for possible repair.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	<b>Dowden West CDD</b> (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>District Engineer.</b> Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	<b>Covington Park CDD</b> (Hillsborough County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>District Engineer.</b> As District Engineer, our services include planning, civil engineering, roadway design, stormwater design, environmental/permitting, landscape architecture, survey, and construction administration.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	<b>Lakewood Ranch CDDs 1, 2, 4, 5 and 6</b> (Manatee County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>District Engineer.</b> Lakewood Ranch is an unincorporated 17,500-acre community in Manatee County. Established in 1995, there is an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, as well as, an athletic center with fitness, aquatics and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Nicole Stalder, PE, LEED AP</b>	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Civil and Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #64720; LEED Accredited Professional	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Nicole Stalder, Associate Vice President with Dewberry, has over 17 years of varied experience in public and private design, water distribution and sewer collection/transmission systems, and project reviews for various agencies. Nicole has a proven track record for meeting budgets and schedules on complex and short time frame design projects. She is known for her ability to quickly adapt to changing schedules, design parameters and client needs.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Dowden West CDD</b> (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Assistant District Engineer.</b> Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.</p>			
b.	<b>Live Oak Lake CDD (Twin Lakes Development)</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Project Manager.</b> Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.</p>			
c.	<b>Osceola Chain of Lakes CDD</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Assistant District Engineer.</b> As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.</p>			
d.	<b>VillaSol CDD</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Assistant District Engineer.</b> As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.</p>			
e.	<b>Covington Park CDD</b> (Hillsborough County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Assistant District Engineer.</b> As District Engineer, our services include planning, civil engineering, roadway design, stormwater design, environmental/permitting, landscape architecture, survey, and construction administration.</p>			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Joe Keezel, PE</b>	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #57501	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Joe Keezel has more than 23 years of experience designing major transportation systems and thoroughfares, working primarily on FDOT projects. He has managed several major highway projects, including a capacity project that widened a rural four-lane state highway to an urban six-lane section; replaced twin bridges; and updated drainage, signing, pavement markings, and signals. He was project manager for two district-wide contracts and prepared construction documents for more than 10 resurfacing, restoration and rehabilitation projects ranging from 2-lane rural to multi-lane urban. Joe also prepared several designs with limited survey using as-built plans, right-of-way maps and SLD's, as well as prepared several projects with SMART plans and letter sets all of which have been constructed with no claims.

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. <b>Continuing Engineering Services – Roadway Design</b> (FDOT, District Five)	2019	Ongoing	Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Project Manager.</b> Through our continuing services contract with District Five, Dewberry's task work orders include intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services include signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design and traffic studies. Joe is currently serving as Project Manager for the following projects:</p> <ul style="list-style-type: none"> <li><b>State Road A1A at State Road 520 Intersection Improvements, Brevard County, FL</b> – The primary intent of the project is to improve the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach and extending the northbound dual left turn lanes at the intersection of State Road A1A and State Road 520 in accordance with PPM Vol I Chapter 25. Also included in the project is the extension of the existing northbound left turn lane at the intersection of State Road A1A and Canaveral Plaza Boulevard (Marion Lane).</li> <li><b>State Road 5 at Matanzas Woods Parkway, Flagler County, FL</b> – This project involves the design of a multi-lane roundabout at the intersection of State Road 5 (US 1) and Matanzas Woods Parkway. The project also includes updating pedestrian features at the intersection.</li> <li><b>Dallas Pond Re-Design, Marion County, FL</b> – The primary intent of the project is to re-design the existing pond that is currently out of compliance for water quality treatment. Also included in the project is the extension of the outfall and acquisition of drainage easements for future maintenance of the complete drainage system.</li> <li><b>State Road 472, Volusia County, FL</b> – The purpose of the project is to rehabilitate the asphalt pavement to extend the longevity of the roadway. The intent of the project is to mill and resurface the roadway, including necessary roadside improvements, in accordance with PPM Vol I Chapter 25. The project is located in Volusia County on State Road 472 from MP 0.376 to 2.931. The limits of the project include the State Road 15 interchange ramps.</li> </ul>			
b. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
<b>General Engineering Consultant</b> (Central Florida Expressway Authority (CFX))	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	
	Ongoing	N/A	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Senior Roadway Engineer.</b> Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$1.36 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.</p>			
c. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
<b>I-4 Beyond the Ultimate, Segment 5</b> (FDOT, District One, Polk County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	
	Ongoing	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<p><b>Lead Roadway Engineer.</b> This segment is a 4.5-mile section from West of State Road 25/US 27 to west of County Road 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/ US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections and improvements along US 27 are proposed with this project.</p>			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Marybeth Morin, PE</b>	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 21
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #57547	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Marybeth Morin, Senior Structural Engineer, has 23 years of experience in structural design of transportation structures. Marybeth is responsible for the design and plans production of projects from the preliminary stages to final design. These projects include minor grade separations, water crossings and interchanges. She has experience in AASHTO and Florida I-Beam girders, precast-prestressed slab units and steel I-girders. She also has experience in alternatives development, design-build work and miscellaneous structures. Miscellaneous structures include sign structure, mast arm, noise, buffer and retaining wall, box culvert and strain pole foundation design. Marybeth is responsible for project design, coordination and plans production.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Live Oak Lake CDD (Twin Lakes Development)</b> (Osceola County, FL)	2019	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p><b>Senior Structural Engineer.</b> Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high level aesthetic result.</p>		
b.	<b>Wekiva Parkway (CFX, Orange County, FL)</b>	2015	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p><b>Senior Structural Engineer.</b> The Wekiva Parkway (SR 429) is a new alignment, high speed, limited access facility in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project includes bridge structures over the Lake Victor floodplain, a future access road and Kelly Park Road. A partial cloverleaf interchange will be provided at Kelly Park Road. The project includes modifications to several local arterials and off-site stormwater management facilities.</p>		
c.	<b>Suncoast Parkway 2, Section 2</b> (FDOT, Turnpike Enterprise, Citrus County, FL)	2016	Est. 2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p><b>Senior Structural Engineer.</b> This section of the Suncoast Parkway 2 Project is for the design of a new roadway and is located from south of Grover Cleveland Boulevard to north of County Road 486, for a distance of approximately 8.5 miles. This new alignment project includes a major intersection and several county road crossings; traversing through heavy wooded areas, borrow pits, and subdivisions. Responsible for bridge design and plans production.</p>		
d.	<b>State Road 20 over Chipola River Bridge</b> (FDOT, District 3, Calhoun County, FL)	2010	2015
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	<p><b>Senior Structural Engineer.</b> This project involves the design of the replacement for the existing SR 20 bridge over Chipola River in Calhoun County. The existing bridge, constructed in 1941, is structurally deficient and functionally obsolete. The replacement structure will have fewer spans than the existing structure to expedite construction and improve the waterway. The bridge is located in an environmentally sensitive area with two protected species known to exist within the project limits. A permanent shifted alignment for the new bridge, as well as the use of a temporary bridge structure, was investigated for maintenance of traffic during construction.</p>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Sean Carrigan, PE</b>	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 13	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #73041	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Sean Carrigan, Senior Drainage Engineer, has 13 years of experience in roadway drainage design, including erosion control, environmental permitting and PD&E studies on various roadway projects for FDOT, as well as, municipal government clients throughout Florida. Sean's key expertise is in the design of open and closed drainage collection systems, culverts and stormwater management facilities, performing hydrological/hydraulic analysis for the design and construction of transportation projects, assisting in the coordination and compiling of environmental permitting applications for the approval by permitting agencies. He is skilled in the utilization of MicroStation, ASAD, ICPR, POND5 Modeling, Hy-8, HEC-RAS, GeoHEC-RAS, Culvert Service Life Estimator, Win-TR55, GeoPak Drainage, Corridor Modeling, BMPTRAINS, Bluebeam and Microsoft Office.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>State Road 5 at Matanzas Woods Parkway</b> (FDOT, District Five, Flagler County, FL)	2019	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Senior Drainage Engineer.</b> Through our continuing services contract with District Five, this project involves the design of a multi-lane roundabout at the intersection of State Road 5 (US 1) and Matanzas Woods Parkway. The project also includes updating pedestrian features at the intersection.			
b.	<b>State Road A1A at State Road 520 Intersection Improvements</b> , (FDOT, District Five, Brevard County, FL)	2019	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Senior Drainage Engineer.</b> Through our continuing services contract with District Five, the primary intent of this project is to improve the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach and extending the northbound dual left turn lanes at the intersection of State Road A1A and State Road 520 in accordance with PPM Vol I Chapter 25. Also included in the project is the extension of the existing northbound left turn lane at the intersection of State Road A1A and Canaveral Plaza Boulevard (Marion Lane).			
c.	<b>10th Avenue Complete Streets Feasibility and PD&amp;E Study</b> (FDOT, District One, Manatee County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Senior Drainage Engineer.</b> This study develops and evaluates complete street improvements along 10th Avenue from Riverside Drive to 17th Street West in the City of Palmetto to enhance multimodal mobility along the corridor. The approximately 1.1-mile study proposes complete street applications such as wider sidewalks, bicycle lanes, multimodal paths, enhanced transit amenities, reconfigured on-street parking, traffic calming measures, streetscaping aesthetics, and stormwater control features.			
d.	<b>State Road 436 Milling and Resurfacing</b> (FDOT, District Five, Seminole County, FL)	Ongoing	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Senior Drainage Engineer.</b> This project involves adding proposed dual left turn lanes at the intersection of SR 436 and Ronald Reagan Boulevard. The purpose of the project is to improve traffic flow, safety and mobility at the intersection.			
e.	<b>I-4 Beyond the Ultimate, Segment 5</b> (FDOT, District One, Polk County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Senior Drainage Engineer.</b> The I-4 Beyond the Ultimate Segment 5 is a 4.5-mile section of I-4 from West of State Road 25/US 27 to west of County Road 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/ US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections and improvements along US 27 are proposed with this project.			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Bobby Johnson, PE</b>	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 14
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Engineer #77677	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Bobby Johnson has 14 years of varied land development experience in both residential and commercial design. As a project engineer, Bobby's responsibilities include the design of stormwater management and collection systems, water distribution systems, sanitary collection/transmission systems, grading, drainage modeling, and permitting. Additionally, he is skilled in the use of such computer programs as MicroStation, AdICPR, StormCAD, WaterCAD, and other software used in the design and modeling of projects. He is very familiar with Central Florida regulatory agencies and the St. Johns River Water Management District's (SJRWMD) permitting processes

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Dowden West CDD</b> (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Engineer.</b> Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	<b>Cascades PUD/CDD</b> (Groveland, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Engineer.</b> Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	<b>Lakewood Ranch CDDs 1, 2, 4, 5, and 6</b> (Manatee County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Engineer.</b> Lakewood Ranch is an unincorporated 17,500-acre community in Manatee County. Established in 1995, there is an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, as well as, an athletic center with fitness, aquatics and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	<b>Montecito CDD</b> (Brevard County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Project Engineer.</b> Montecito CDD is located in Brevard County in Satellite Beach, Florida. This project consists of 450 acres containing 749 units. Our services include engineering, surveying and construction administration for the CDD.	<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  <b>Nicole Gough, PWS</b>	13. ROLE IN THIS CONTRACT  Senior Environmental Scientist	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Wetland Scientist #2585; FL Certified Prescribed Burn Manager #20144567; FL Certified Pesticide Applicator #PB11275; FL Certified Stormwater Management Inspector #3799; Railroad Worker's Safety Certified; Federal Red Card	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Nicole Gough, Environmental Manager, has 22 years of experience in project management related to ecological evaluation, planning, permitting and oversight of regional transportation and infrastructure projects, large agricultural projects, and land development. Nicole previously served as a wetlands biologist and regulatory reviewer for both the SFWMD and SJRWMD. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting, including National Pollutant Discharge Elimination System (NPDES). Additional expertise includes threatened and endangered species surveys, wetland determinations, biology, botany, conservation biology, ecology, emergency management, Endangered Species Act compliance for Letter of Map Revision/Conditional Letter of Map Revision, Geographic Information Systems (GIS) data collection and mapping, preparation of technical specifications and contract documents and stakeholder coordination/facilitation.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i> <b>Lake Ashton CDD (Lake Wales, FL)</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Environmental Scientist.</b> As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i> <b>Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Environmental Scientist.</b> Lakewood Ranch is an unincorporated 17,500-acre community in Manatee County. Established in 1995, there is an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, as well as, an athletic center with fitness, aquatics and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i> <b>Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Environmental Scientist.</b> Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i> <b>Montecito CDD (Brevard County, FL)</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	<b>Environmental Scientist.</b> Montecito CDD consists of 450 acres containing 749 units. Our services include engineering, environmental, surveying and construction administration.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Bill Donley, PSM</b>	13. ROLE IN THIS CONTRACT Survey Manager	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Finance		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Professional Surveyor and Mapper #5381	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Bill Donley, Associate Vice President of Surveying and Mapping at Dewberry, has 38 years of experience in the surveying and mapping arena. Bill has successfully completed control surveys, design and right-of-way surveys and mapping, utility designation, excavation and utility mapping projects as well as hydrographic and mean high water surveys throughout the state. He has managed over 200 public and private roadway projects, design build endeavors and continuing service contracts.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Lake Ashton CDD (Lake Wales, FL)</b>	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Survey Manager.</b> As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	<b>Dowden West CDD (Orlando, FL)</b>	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Survey Manager.</b> Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	<b>Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)</b>	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Survey Manager.</b> Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	<b>Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)</b>	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <b>Survey Manager.</b> Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Michael Urchuk, RLA</b>	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 29	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL Registered Landscape Architect #LA6666675	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Michael Urchuk, Senior Landscape Architect, has 29 years of experience and has a varied background in landscape architecture and planning. As a project manager, he is responsible for coordination across design disciplines and acts as a liaison between the owner, design team and contractor. He is also responsible for coordinating design efforts and project submittals. Michael's experience as a landscape architect includes retail office, residential, mixed-use, streetscapes and recreational uses as well as hardscape and irrigation design. Hardscape designs include corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Michael also provides construction administration services on multiple levels to include, shop drawing and RFI review, field reports, final punch lists, and on-site project coordination meeting.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	<b>Live Oak Lake CDD (Twin Lakes Development)</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Landscape Architect.</b> Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.			
b.	<b>VillaSol CDD</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Landscape Architect.</b> As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.			
c.	<b>Osceola County Fire Training Facility</b> (Osceola County, FL)	2019	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Landscape Architect.</b> Design of a training facility for the Osceola County fire department. This new Fire Training Facility is on approximately 11 acres. Site elements will include Open Air Training Course, a 9,500 SF fire station with 3 fire bays, Fire station Training Building, Burn Tower and Several Shaded Pavilions.			
d.	<b>Lancaster Park East</b> (St. Cloud, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Landscape Architect.</b> This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, FEMA CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.			
e.	<b>Roadway Operations Facility</b> (CFX)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<b>Landscape Architect.</b> As the General Engineering Consultant to CFX, Dewberry provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 SF office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 SF, and laydown yard.			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME <b>Sarah Maier</b>	13. ROLE IN THIS CONTRACT GIS Technician/Planner	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 14
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) n/a	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Sarah Maier, Land Use Planner at Dewberry, has experience in development entitlements for a variety of land uses and project sizes, including Developments of Regional Impact, Comprehensive Policy Plan Amendments, Zonings, Planned Developments, and Conceptual Land Use Planning. Sarah's responsibilities have ranged from Policy and Code amendments, GIS analyses as it pertains to land use planning and growth forecasting, and includes projects involving commercial, industrial, residential and mixed uses.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Live Oak Lake CDD (Twin Lakes Development)</b> (Osceola County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Project Planner/GIS Technician.</b> Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.</p>			
b.	<b>Dowden West CDD</b> (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>Project Planner/GIS Technician.</b> Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.</p>			
c.	<b>Cascades at Groveland PUD/CDD</b> (Groveland, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>GIS Technician.</b> Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.</p>			
d.	<b>Country Greens CDD (Sorrento Springs PD)</b> (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p><b>GIS Technician.</b> Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.</p>			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Peter Armans, PE</b>	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 9	b. WITH CURRENT FIRM Less than 1
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #87064; OSHA Construction Safety 10 Hour; Erosion & Sediment Control Certified	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Peter Armans, Project Engineer, has 9 years of experience in the planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Lake Ashton CDD</b> (Lake Wales, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Inspector.</b> As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	<b>Country Greens CDD (Sorrento Springs PD)</b> (Sorrento, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Inspector.</b> Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	<b>Viera CDD</b> (Brevard County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Inspector.</b> Viera is a 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of both lakes and wetlands that provided storage through the SJRWMD and Brevard County. As District Engineer, our services include civil engineering, environmental, permitting, planning, surveying, construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	<b>Montecito CDD</b> (Brevard County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Inspector.</b> Montecito CDD is located in Brevard County in Satellite Beach, Florida. This project consists of 450 acres containing 749 units. Our services include engineering, surveying and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	<b>VillaSol CDD</b> (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Inspector.</b> As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.	<input checked="" type="checkbox"/> Check if project performed with current firm	

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
  
**#1**

21. TITLE AND LOCATION (City and State)

**Lake Ashton CDD (Lake Wales, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
Ongoing

CONSTRUCTION (If applicable)  
N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Dewberry is currently serving as the District Engineer and is providing consulting engineering, surveying, design and environmental/permitting of improvements and modifications and construction administration services for the Lake Ashton CDD. This has afforded us a thorough understanding and meeting our client's current and future needs within the CDD.

As the Lake Ashton CDD District Engineer, we have been able to provide professional consulting services that address many specific needs of this community and specifically to the facilities owned by the District.

We've provided inspections and evaluations of the master stormwater pond/lake systems, vast roadway network, and assisted the District in its compliance with SWFWMD. Also, we have assisted in providing alternatives to numerous construction repairs and have continued to assist the board in providing engineering technical expertise in all aspects of the CDD owned facilities. We work hand in hand with the staff and board members in providing our expert advice relating to the District infrastructure and facilities.

In addition, we've assisted the District with regard to infrastructure issues of facilities that are owned by the CDD. We have provided services associated with the infrastructure in the community, which includes reviewing conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities. We have also provided engineering services to the CDD Board, including roadway analysis and maintenance repair priorities, construction cost estimates and coordination of a roadway repair and improvement program for all the roads within the CDD, the review and inspection program for the stormwater management system for compliance and maintenance needs of the lake and ponds system serving the community.

- ★ **COST** \$227,355 (Consultant Fees to Date)
- ★ **SERVICES**
  - Attendance to Board Meetings
  - Attendance to Community Meetings
  - Construction Cost Estimates
  - Coordinate Review/Inspection/Analysis of Roadway Infrastructure
  - Coordination of Roadway Repair and Improvement Program for Roads within the CDD
  - Engineer's Report for Submittal to the Board on Status
  - Engineering Services for Roadway Systems/Analysis/Maintenance Repair Priorities Report
  - Reports and Recommendations on all CDD-Owned Areas/Facilities
  - Review and Inspection Programs for Stormwater Management System for Compliance and Maintenance of Lake and Pond System
  - WMD Permit Compliance Reviews and Reporting

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#2

21. TITLE AND LOCATION *(City and State)*

**Dowden West CDD (Orlando, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Dowden West is a 736.28-acre master planned, residential community with 1,446 residential units located in the City of Orlando. The Development is ten (10) villages within the approved Planned Development for Starwood, which encompasses approximately 2,558 acres and is entitled for 4,400 residential units.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems; in addition to, master stormwater modeling for an approximately 6,500-acre watershed that the Dowden West CDD is located in for both stormwater management design and FEMA floodplain determination.

Other services include providing landscape architecture design for the common open spaces and community parks, the design of community roads, that also include the extension of the four (4) lane Dowden Road through the community, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

• **COST** \$51,085 (Consultant Fees to Date)

• **SERVICES**

- Boundary Surveys
- Environmental/Permitting
- Landscape Architecture
- Roadway Design/Improvements
- Stormwater Management
- Topographic Surveys
- Tree Surveys
- Utility Design

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
  
**#3**

21. TITLE AND LOCATION <i>(City and State)</i>  <b>Lakewood Ranch CDD 1, 2, 4, 5, and 6 (Manatee County, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Lakewood Ranch CDD</b>	b. POINT OF CONTACT NAME <b>Anne Ross</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>941.907.0202</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Lakewood Ranch is an unincorporated 17,500-acre community located on Florida's Gulf Coast in Manatee County. Established in 1995, Lakewood Ranch has an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. The development contains A-rated schools, shopping, business parks, hospital and medical center, three golf courses, as well as, an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes and nature preserves abundant with native wildlife.

As the CDD Engineer for all five CDD's, Dewberry's services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City and County, and approval of all development and construction activities. Dewberry's services include civil engineering, planning, surveying, permitting, utilities, water quality, landscape architecture, construction estimates and administration, and coordination and monitoring of environmental jurisdictional areas through permitting agencies.

- **COST** \$906,730 (Consultant Fees to Date)
- **SERVICES**  
 Civil Engineering  
 Construction Estimates and Administration  
 Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies  
 Landscape Architecture  
 Permitting  
 Planning  
 Surveying  
 Utilities  
 Water Quality

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>Dewberry Engineers Inc..</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, FL</b>	(3) ROLE <b>District Engineer</b>
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**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#4

21. TITLE AND LOCATION *(City and State)*

**Cascades at Groveland CDD (Groveland, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Rizetta & Company, Inc.

b. POINT OF CONTACT NAME

Anthony Jeancola

c. POINT OF CONTACT TELEPHONE NUMBER

407.472.2471

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Cascades at Groveland is a 751.9-acre master planned, residential community located in Lake County. The Development is approved as a planned development for 999 single-family units, an Amenity/Recreational Center, approximately 31 acres of commercial development and a North-South Infrastructure Road (Wilson Lake Parkway).

Dewberry provided services that obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided into 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road (Wilson Lake Parkway) to serve as a main connector road for the area. We assisted the project architects in the final site design of the Club House/Community Center and Recreational Facilities.

Additional work included the necessary improvements on US 27 for the main entrance road, the extensive design and permitting of both the water line to service the project and the sewer force main for connection of the sewer system to the City of Groveland facilities.

- **COST** \$350,000 (Consultant Fees to Date)

- **SERVICES**

- Civil Engineering
- Construction Estimates and Administration
- Coordination of Environmental Jurisdictional Lines and Permitting
- Due Diligence
- Permitting
- Planning
- Surveying

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#5

21. TITLE AND LOCATION *(City and State)*

**Montecito CDD (Satellite Beach, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ext 104

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Dewberry is currently performing miscellaneous services for the Montecito CDD located on the east side of South Patrick Drive, north of Patrick Drive and west of U.S. Highway A1A in Satellite Beach, Florida.

Our services include engineering, surveying and construction administration. These services include, but are not limited to, attending monthly meetings, processing of pay requisitions and construction pay applications, and providing general civil engineering consulting services and input to the Board of Directors. These services are provided on an "as needed basis."

Dewberry also prepared an Engineering Report for bond issuance and provided cost estimates for said process.

- **COST \$480,210 (Consultant Fees to Date)**
- **SERVICES**  
 Civil Engineering  
 District Board Meetings  
 Monthly Meetings  
 Processing Construction Pay Applications  
 Processing Pay Requisitions

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#6

21. TITLE AND LOCATION *(City and State)*

**Narcoossee CDD (Orlando, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The Narcoossee CDD is located in Orlando, Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres, and will construct, operate and maintain infrastructure to support all of its communities.

Dewberry is the CDD Engineer for this project. Our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.

- **COST** \$265,000 (Consultant Fees to Date)

- **SERVICES**

- Civil Engineering
- Construction Administration
- Development Planning
- Permitting
- Surveying

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME

Dewberry Engineers Inc.

(2) FIRM LOCATION *(City and State)*

Orlando, FL

(3) ROLE

District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#7

21. TITLE AND LOCATION (City and State)

**Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units.

A 42,000 plus square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing.

In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' right-of-way is master planned to be a 4 lane divided major collector road in the future. We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which also includes golf cart paths and golf cart path crossings at the updated intersection.

Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main; along with 5 sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been

designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree right-of-way.

- **COST** \$2.1 million (Consultant Fees to Date)
- **SERVICES**
  - Assistance with the City Master Upsizing Agreements
  - Civil Engineering
  - Construction Administration
  - Entitlements
  - Environmental/Permitting
  - Landscape/Hardscape Design
  - Maintenance of Traffic Planning
  - Planning
  - Signal Design
  - Surveying

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
  
**#8**

21. TITLE AND LOCATION *(City and State)*

**Viera CDD (Viera, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A
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**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Viera Planned Development and CDD is a 2,000-acre mixed-use development in the City of Viera, located east of I-95 and north of Murrell Road in Brevard County. The project consists of 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, this project presented some unique design challenges; including creating a viable community that balanced the developable parcels with existing ecological systems. Additional challenges related to the need to tie into both existing and proposed roadways and proposed master utilities serving the project.

Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of both lakes and wetlands that provided storage through the SJRWMD and Brevard County. We also monitor the wetland systems in compliance with the SJRWMD permit as well as the design of the entire infrastructure.

Dewberry continues to serve as the District Engineer for this project. Our services included consulting services, civil engineering, environmental services, permitting, planning, surveying, construction administration and presentations to the Board of Supervisors for the CDD. Dewberry also gives presentations to the Board of Supervisors for the CDD and is on-call to the District Manager.

- **COST** \$750,000 (Consultant Fees to Date)
- **SERVICES**
  - Civil Engineering
  - Construction Administration
  - Consulting Services
  - Environmental Services
  - Permitting
  - Planning
  - Presentations
  - Surveying

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE District Engineer
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**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#9

21. TITLE AND LOCATION *(City and State)*

**VillaSol CDD** (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



VillaSol CDD is located in Osceola County, Florida. This CDD is just minutes from the Orlando International Airport, area attractions and theme parks, and offers amenities like no other community in the area.

Nestled along Boggy Creek, residents have access to a boat dock where they can travel down to East Lake Toho. Resort style amenities include tennis court, basketball court, clubhouse, pool and soft gate with guard house.

Some of Dewberry's specific assignments for this project include planning, preparing reports and plans, designs and specifications for water management systems and facilities; water and sewer system and facilities, roads, landscaping, recreational facilities and street lighting. Other community infrastructure provided by the District, as authorized in Chapter 190 F.S.; and affiliated projects to include engineering contract management and inspection services during construction.

★ **COST** \$175,000 (Consultant Fees to Date)

★ **SERVICES**

- Community Infrastructure
- Construction Administration
- Cost Estimates
- District Board Meetings
- Landscape Architecture
- Planning
- Recreational Facilities Design
- Reports and Plans
- Roadway Design
- Street Lighting Design
- Surveying
- Water Management Systems and Facilities
- Water and Sewer Systems

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

#10

21. TITLE AND LOCATION *(City and State)*

**Country Greens CDD (Sorrento Springs PD) (Lake County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project will contain 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Springs Community. In April 2002, construction of the first of four phases began.

As the CDD Engineer, Dewberry's services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities

• **COST** \$320,000 (Consultant Fees to Date)

• **SERVICES**

- Civil Engineering
- Construction Administration
- Due Diligence
- Landscape Architecture
- Permitting
- Planning
- Surveying

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Dewberry Engineers Inc.	Orlando, FL	District Engineer

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
<b>Rey Malavé, PE</b>	District Engineer	●	●	●	●	●	●	●	●	●	●
<b>Nicole Stalder, PE, LEED AP</b>	Assistant District Engineer		●		●			●		●	●
<b>Joe Keezel, PE</b>	Sr. Roadway Engineer										
<b>Marybeth Morin, PE</b>	Sr. Structural Engineer	●		●	●	●		●			
<b>Sean Carrigan, PE</b>	Sr. Stormwater Engineer										
<b>Bobby Johnson, PE</b>	Sr. Utility Engineer		●	●	●	●		●			
<b>Bill Donley, PSM</b>	Survey Manager	●	●	●	●	●	●	●	●	●	●
<b>Nicole Gough, PWS</b>	Sr. Environmental Scientist	●	●	●		●	●	●			
<b>Michael Urchuk, RLA</b>	Sr. Landscape Architect		●	●				●		●	
<b>Sarah Maier</b>	GIS Technician/Planner	●	●	●	●	●	●	●	●	●	●
<b>Peter Armans, PE</b>	Construction Inspector	●				●			●	●	●

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	<b>Lake Ashton CDD</b> , Lake Wales, FL	6	<b>Narcoosee CDD</b> , Orlando, FL
2	<b>Dowden West CDD</b> , Orlando, FL	7	<b>Live Oak Lake CDD (Twin Lakes Development)</b> , Osceola County, FL
3	<b>Lakewood Ranch CDD 1, 2, 4, 5, 6</b> , Manatee County, FL	8	<b>Viera CDD</b> , Viera, FL
4	<b>Cascades at Groveland CDD</b> , Groveland, FL	9	<b>VillaSol CDD</b> , Osceola County, FL
5	<b>Montecito CDD</b> , Satellite Beach, FL	10	<b>Country Greens CDD</b> , Lake County, FL

## FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 50 locations and over 2,000 professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry has 17 office locations and over 300 employees in Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building engineering
- Disaster response and emergency management
- Energy services
- Environmental services
- Geospatial services
- Mechanical, electrical, and plumbing services
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

We put clients first, we build strong and lasting relationships to become trusted advisors to our clients. Personal commitment to our clients and standing behind our work are central principles of the "Dewberry Way."

### Relevant Experience

The absolute best predictor of future success is past performance and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

DEWBERRY HAS  
300+ EMPLOYEES  
IN FLORIDA

During past years in business, **no other Central Florida firm has been more involved in Florida's explosive development.** This is demonstrated by the work we have performed for hundreds of clients over four decades. We have developed a unique general approach to land development projects. Our approach is tried-and-true, and it has proven, time-and-time-again, to reduce the coordination efforts for our clients and, importantly, it produces successful projects.

Dewberry has also developed a "Land Development Process" Manual. All our professional staff members are required to know our quality procedures and to stay abreast of regulatory changes. The purpose of this manual is to describe the method and process in which Dewberry provides planning, design and construction related services for Land Development projects. This process minimizes the opportunity for missed deadlines, decreases errors and omissions on the plans, plats, calculations and permits, and maximizes the opportunity to produce high quality, build-able projects, resulting in satisfied clients and a positive company reputation in the engineering community.

We have a defined, workable Quality Control Plan. Every submittal is checked by an independent reviewer using our written quality control procedures. These procedures include Sufficiency Checklists to ensure that the documents are complete. The quality control checks are scheduled within the project master schedule to ensure that time is allocated to make revisions. All of our firm's staff use Quality Control Manuals to ensure that the project is being prepared correctly the first time. All of this detail means that our clients can be confident that they are getting the best possible product from Dewberry.

The following CDD projects are representative of our relevant project experience:

- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County

## H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

- Covington Park CDD, Hillsborough County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- East Park CDD, Orange County
- Greater Lakes – Sawgrass Bay CDD, Lake Wales
- Highland Meadows CDD, Polk County
- Lake Ashton CDD, Lake Wales, Polk County
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Manatee County
- Lakewood Ranch Stewardship, Manatee County
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- On-Top-of-the-World CDDs, Marion County
  - Chandler Hills East CDD, Marion County
  - Indigo East CDD, Marion County
  - Bay Laurel Center CDD, Marion County
- Osceola Chain of Lakes, Osceola County
- Reedy Creek Improvement District, Osceola County
- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County

### Project Approach

We have prepared an organizational approach to fit the specific categories of Lake Ashton CDD's organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Lake Ashton CDD's policies and procedures.

Serving as District Engineer is **Rey Malavé, PE**. Rey has 41 years of experience in civil engineering and a diversified background in the design and permitting of infrastructure systems, including public facilities, utility systems, office buildings, commercial developments, recreational facilities and industrial developments. He has extensive experience with permitting agencies, including FDEP, FDOT, Florida Water Management Districts, and other

local agencies. He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.

### Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents and post design services for roadways, bridges, and associated systems provides Lake Ashton with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design and traffic studies. We have extensive experience in these phases of the project and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles and foundations for signs, signal poles and lighting. We have an experienced in-house staff to provide these services.

### Water/Wastewater Services

Our team can provide both utility analyses of existing master systems, preparation and updates to master plans, as well as prepare utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water and potable water systems. We have also designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

### Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our team has performed analysis on various

## H. ADDITIONAL INFORMATION

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projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from 2-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the CDD in coordination with MS4 support, total maximum daily loads, Numeric Nutrient Criteria support, Drainage, Erosion and sediment control, Stormwater Basin Modeling, Assessment and evaluation drainage systems, design and construction plans for stormwater management systems and coordination with state and federal agencies.

Assumptions and/or omissions in this area can cause significant delays in the project schedule, increase costs during construction and even lead to possible litigation against the CDD. We are experienced in identifying, analyzing and addressing drainage impacts associated with a variety of project types. Our drainage staff is knowledgeable of Water Management District criteria and we are adept at developing creative and innovative solutions to drainage problems. We also have experience preparing flood studies with FEMA. At the heart of our approach is a thorough document review of the existing plans, USGS Quadrangle Maps, USDA Soil Survey, FEMA Flood Insurance Maps and aerial photographs. With this data in hand, we will perform a field review during the pre-scope meeting, identify all drainage and permitting issues, and discuss possible drainage solutions with the CDD. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the CDD's Maintenance Engineer to discuss any concerns regarding the project area.

### Survey and Mapping Services

Dewberry has provided continuing surveying services for several counties and municipalities throughout the State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando office, are well-versed in the rigors of on-call assignments and the immediate response time that they require. We utilize state-of-the-art equipment to provide cost effective surveying, right of way mapping, utility designation and Subsurface Utility Excavation (SUE) for roadway, municipal, and civil development projects. We have extensive experience in boundary surveys, topographic design surveys, tree surveys, inventory surveys and underground utility mapping. Our survey team has a dedicated staff of Photogrammetrists who specialize in Aerial Photogrammetry, fixed and aerial LIDAR and GIS mapping.

Our services for surveying and mapping may include: As-Built Surveys, Boundary Surveys, Eminent Domain Surveys, GIS, Legal Description Preparation, Plat Preparation, Property Sketches, Right-of-Way Mapping, SUE, Topographic Surveys and Utility Surveys.

SUE technology combines geophysics, surveying and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3-D Laser Scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

### Environmental/Permitting Services

From determining wetland lines, to the understanding of current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with the various local, State and Federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the CDD informed of the progress of all permits and respond promptly to all requests for additional information.

As part of our efforts for Lake Ashton CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, FWC, USACE, and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

### Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes and recreational uses as well as hardscape and irrigation design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Our planning services to Lake Ashton CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the CDD for the understanding of technical issues, proposed developments, projected roadway designs, possible right-of-way changes, and to provide a professional and

## H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

expert opinion on issues that may be needed by the CDD. Dewberry can assist the CDD with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS and Mapping services
- Transportation planning
- Revitalization/redevelopment planning

### Construction Administration/CEI

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. As a project is constructed, it is imperative that our team monitor the project budget and keep the CDD consistently informed. We have worked with many cities and counties on providing all construction services, including the assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to CDD staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida.

Our Construction Administration staff is prepared to support the CDD in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification
- Construction Scheduling
- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis
- Contract Preparation

### Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve Data Gathering and Scope Development.

### Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required) and developing a detailed scope of services.

This phase will begin once a specific task or project has been identified by the CDD. Once identified, we will coordinate with the CDD to obtain all existing information. This data collection effort is very important in that it provides us valuable information prior to developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the CDD and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the projects background, scope requirements, project constraints and other relevant issues will be held to reach an understanding of the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the CDD prior to developing a scope of services.

### Scope Development

A detailed scope of services, fee estimate, and schedule for the each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

### Other Considerations

#### COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions and not merely based on the way things have always been done in the past.

#### PROJECT COSTS

We understand the financial constraints that clients face, due to the budget cuts and rising construction and right-of-way costs. We will review all designs, prepared by

## H. ADDITIONAL INFORMATION

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Dewberry or others, for cost savings measures that will not affect the intention or safety of the project. Our recent experience has shown that minor changes in the design can save materials, and reduce or avoid costly business damage claims and/or right-of-way impacts. Another key to cost controls is to estimate costs early in the design process and as the design evolves, not just near the end of the design process. Early cost estimating allows for more options to be explored to keep projects within budget or to notify the CDD that budgets may need to be adjusted.

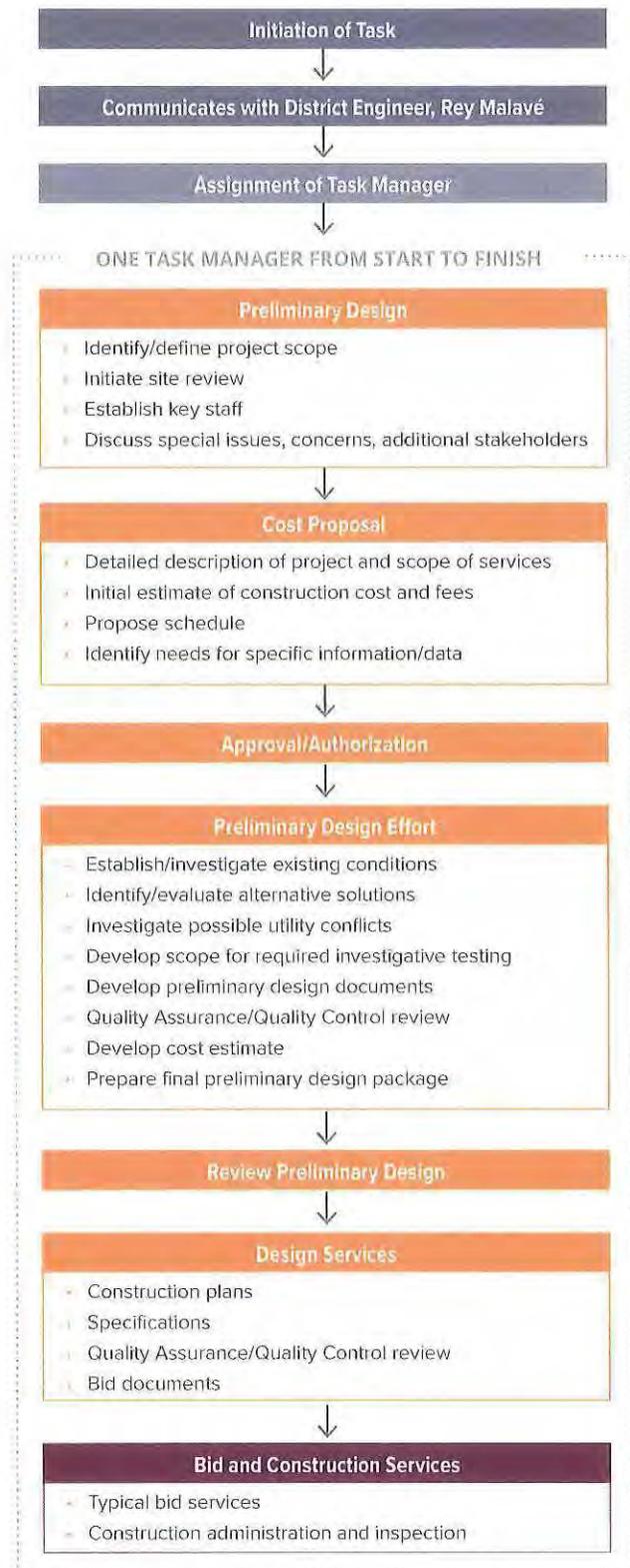
### PROJECT SCHEDULE

The importance of maintaining the project schedule through the design or review process cannot be overstated. Dewberry is committed to developing and adhering to the project schedule for each assignment. This is important to us, as well, because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Lake Ashton will be limited. Furthermore, we will maintain an overall schedule of projects to help with internal and external coordination. We fully understand what is required to keep a project on schedule. The following proven actions will be used by our team to control the project schedule:

- **Experienced Client Manager.** Our District Engineer, Rey, routinely manages multi discipline projects, where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between each discipline, enabling us to direct our staffing resources.
- **Weekly Team Meetings.** Coordination will be ensured through weekly team meetings. These meetings will be used to track progress on individual tasks and as a planning tool.
- **Monthly Progress Reports.** Monthly progress reports will be supplied to Lake Ashton. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.
- **Being Proactive.** While managing the schedule, we will be proactive (vs. reactive) on all tasks. Emphasis will be placed on the activity start dates to ensure timely completion.

### NPDES MS4 PROGRAM SUPPORT

Having completed numerous programs for other cities and counties, we understand the MS4 Program and have the staff that will assist the CDD in updates, compliance questions and recommendations as needed in the ongoing program.



## H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

### INDEPENDENT PEER REVIEW

An independent peer review is performed for each phase submittal. This review is performed by senior level staff not directly involved in the project and may be located in a separate office.

### CONSTRUCTABILITY/BIDABILITY REVIEW

Prior to the 90 and 100 percent submittals, the plans will be subjected to a constructability/bidability review. This review will be performed by our in-house construction administrators.

### Quality Assurance/Quality Control

Dewberry understands the value of repeat business. Our commitment to personalized client service is such that we guarantee we will respond to each client's needs promptly and effectively. From the beginning, we recognized that functional efficiency and technical excellence must be provided as a matter of course in engineering design. Each project produced by our firm reflects this corporate commitment to excellence and our insurance is our Quality Control Plan. Our Quality Assurance Plan and procedures are based on the philosophies that:

- **Plan.** Quality is controlled by adequate planning, coordination, supervision and technical direction, proper definition of job requirements and procedures and the involvement of experienced professionals.
- **Do.** Quality is achieved by individuals performing work functions carefully and "doing it right the first time".
- **Check.** Quality is verified through checking, reviewing and supervision of work activities, with documentation by objective individuals who were not directly responsible for performing the initial work.
- **Act.** Quality is ensured by having a manager perform quality assurance functions that involve monitoring and close review of not only the work but also the procedures used in performing the work.

### Asset Management

The Dewberry Team is a leader in developing comprehensive, strategic asset management programs for public infrastructure. We typically utilize and coordinate with IT, GIS, mapping, and other appropriate technologies. Our asset management services are part of an approach for helping clients build dynamic, sustainable organizations that are capable of and committed to delivering the highest possible level of value and service to their customers.

Our team brings a level of credibility to the process that cannot be gained from a strict management-only consulting approach. Over the coming future years, aging infrastructure will require an increasing higher portion of an organization's Capital and Renewal & Replacement (R&R) dollars. Planning today must focus on risk based assessments, including targeted condition assessment to quantify and prioritize limited R&R and capital dollars. The Dewberry Team is comprised of subject matter experts that champion this innovative approach.

## I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

10.25.19

33. NAME AND TITLE

Rey Malavé, PE, Associate Vice President

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER  
(IF ANY)

2a. FIRM (or Branch Office) NAME <b>Dewberry Engineers Inc.</b>			<b>Dewberry</b>		3. YEAR ESTABLISHED <b>2013</b>	4. UNIQUE ENTITY IDENTIFIER <b>078839109</b>
2b. STREET <b>800 North Magnolia Avenue, Suite 1000</b>					5. OWNERSHIP	
2c. CITY <b>Orlando</b>	2d. STATE <b>FL</b>	2e. ZIP CODE <b>32803-3251</b>		a. TYPE <b>Corporation</b>		
6a. POINT OF CONTACT NAME AND TITLE <b>Kevin E. Knudsen, PE, Vice President</b>					b. SMALL BUSINESS STATUS <b>No</b>	
6b. TELEPHONE NUMBER <b>321.354.9646</b>		6c. EMAIL ADDRESS <b>kknudsen@dewberry.com</b>			7. NAME OF FIRM (If block 2a is a branch office) <b>The Dewberry Companies Inc.</b>	
8a. FORMER FIRM NAME(S) (If any) <b>Bowyer-Singleton &amp; Associates, Inc.</b>					8b. YEAR ESTABLISHED <b>1972</b>	8c. UNIQUE ENTITY IDENTIFIER <b>078839109</b>

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	210	10	B02	Bridges	1
08	CADD Technician	77	5	E09	Environmental Impact Studies, Assessments or Statements	1
12	Civil Engineer	367	9			
16	Construction Manager	41	1	H11	Housing (Residential, Multi-Family; Apartments; Condominiums)	4
20	Economists/Financial Analysts	47	4	L02	Land Surveying	6
24	Environmental Scientist	38	4	L10	Land Development, Residential	6
38	Land Surveyor	220	36	L11	Land Development, Commercial	5
39	Landscape Architect	33	3	L13	Land Development, Public	2
47	Planner: Urban/Regional	35	5	S09	Structural Design; Special Structures	1
57	Structural Engineer	138	6	S10	Surveying; Platting; Mapping; Flood Plain Studies	4
60	Transportation Engineer	111	21	T03	Traffic & Transportation Engineering	7
62	Water Resources Engineer	119	5	T04	Topographic Surveying and Mapping	5
	Program Analyst/Program Manager	27	2	T05	Towers (Self-Supporting & Guyed Systems)	3
	Water/Wastewater Engineer	89	1	W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
	Other Employees	740	2			
<b>Total</b>		<b>2292</b>	<b>114</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS  
(Insert revenue index number shown at right)

a. Federal Work	<b>1</b>
b. Non-Federal Work	<b>8</b>
c. Total Work	<b>8</b>

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- |   |   |
|---|---|
| 1. Less than \$100,000                  | 6. \$2 million to less than \$5 million   |
| 2. \$100,000 to less than \$250,000     | 7. \$5 million to less than \$10 million  |
| 3. \$250,000 to less than \$500,000     | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million   | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater               |

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>September 19, 2019</b>
------------------	--------------------------------------

c. NAME AND TITLE  
**Donald E. Stone, Jr., Director/Executive Vice President**

# FIRM LICENSES



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DEWBERRY ENGINEERS INC.**  
8401 ARLINGTON BLVD.  
FAIRFAX VA 22031

**LICENSE NUMBER: CA8794**  
**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8011**  
Expiration Date February 28, 2021

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

**DEWBERRY ENGINEERS INC.**  
800 N MAGNOLIA AVE STE 1000  
ORLANDO, FL 32803-3251

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**DEWBERRY ENGINEERS INC.**  
551 PINEY FOREST DRIVE  
DANVILLE VA 24540

**LICENSE NUMBER: AA26002927**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF LANDSCAPE ARCHITECTURE**

**LICENSE NUMBER:** LC2600669

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2019

**DEWBERRY ENGINEERS INC.**  
800 NORTH MAGNOLIA AVENUE  
SUITE 1000  
ORLANDO FL 32806

ISSUED: 09/27/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1709270002250


## *State of Florida Department of State*

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 19, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-sixth day of April,  
2019*



*Ronald R. Be...*  
**Secretary of State**

Tracking Number: 1962947838CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# QUALIFICATIONS AND EXPERIENCE

## Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a varied array of experience, disciplines, and available resources available to provide the required services to the Lake Ashton. Our team can provide engineering design, planning management, technical, and administrative services as requested by Lake Ashton and will make a commitment to prioritize the CDD's needs.

Our District Engineer, **Rey Malavé, PE**, Associate Vice President at Dewberry, has 41 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Florida. This includes Dowden West CDD in Orlando; Live Oak Lake CDD (Twin Lakes Development) in Osceola County; Cascades at Groveland CDD in Groveland; Lake Ashton CDD in Lake Wales; and the Lakewood Ranch CDDs in Manatee County.

Rey has a proven track record for meeting budgets and schedules on complex and short time frame design projects. He is known for his ability to quickly adapt to changing schedules, design parameters, and client needs. Rey's diversified background in engineering design includes all aspects of land development engineering including master drainage, stormwater management design, site grading, water and reclaim distribution and sewer collection/transmission systems, as well as, project reviews for permitting agencies.

Serving as Assistant District Engineer is **Nicole Stalder, PE, LEED AP**. She has 17 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Central Florida. This includes Live Oak Lake CDD (Twin Lakes Development) in Osceola County; Cascades at Groveland CDD in Groveland; Lancaster Park East in City of St. Cloud; designed over 2,000 units in the Town Center and Villages of Horizon West in Orange County; Spruce Creek Country Club in Marion County; Fore Ranch in Ocala; and her extensive experience designing single-family and multi-family developments,

### Why Dewberry?



**District Engineer for 25+ CDDs across Florida**



**Local, experienced District Engineer ready to work for you**



**Comprehensive understanding of CDD's infrastructure and operational needs**



**300+ employees in 15 offices within Florida, including a local office in Orlando**



**Cohesive group of professionals integrated across service areas to leverage success for our clients**



**60+ years helping clients build and shape communities**

including Randal Park Apartments, Steel House Apartments, The Sevens Apartments, Split Oak Development, and Fells Landing.

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are all well versed in addressing their particular specialty area and have associates working under their direction to efficiently tackle any assignment from Lake Ashton. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to effectively and efficiently design and manage all tasks. It is



**FIGURE 3.1** We build strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to your requests and provide all technical support under one roof.

For more information on our project management team, we have provided résumés in our Standard Form 330 included in **Section 1: Standard Form 330** of our proposal.

### **Certified Minority Business**

Dewberry Engineers Inc. is not a certified minority business.

### **Willingness to Meet Time and Budget Requirements**

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client’s budget. Over 85% of our work is from repeat clients ... a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

- **Experienced Staff.** The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training and equipment necessary to perform their assigned tasks. Dewberry’s Project Team has these attributes.
- **Construction Budget Controls.** We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to ensure that the most current unit prices are being used for the construction cost estimates.
- **Project Schedule.** One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process

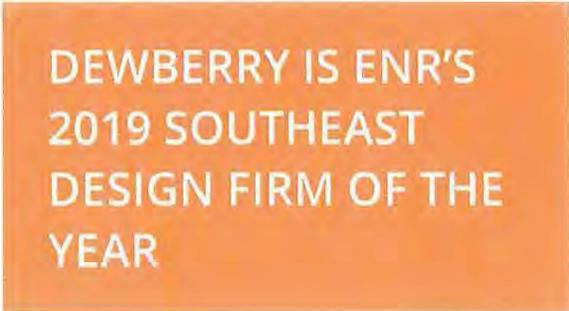
is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project's budget.

**Past Experience and Performance**

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with a deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 25 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to the continued operations.

Our clients benefit from our local experience and presence, and our familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities.

We provide our residential clients with a range of services that include land planning, entitlement



approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision and help realize possibilities to enrich communities, restore built and natural environments, and manage positive change.

The following table demonstrates our CDD experience throughout Florida:

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
<b>Cascades at Groveland CDD</b> , Groveland, FL	●	●	●	●	●	●	●		●	●
<b>Country Greens CDD (Sorrento Springs CDD)</b> , Lake County, FL	●	●	●	●	●	●	●	●	●	●
<b>Covington Park CDD</b> , Hillsborough County, FL	●	●		●	●	●	●	●	●	●
<b>Deer Run CDD</b> , Flagler County, FL	●	●		●	●	●		●	●	●
<b>Dowden West CDD</b> , Orange County, FL	●	●	●	●	●	●	●	●	●	●
<b>East Park CDD</b> , Orange County, FL	●	●		●			●		●	●
<b>Greater Lakes - Sawgrass Bay CDD</b> , Lake Wales, FL	●	●		●			●		●	●
<b>Highland Meadows CDD</b> , Polk County, FL	●	●		●	●	●	●	●	●	●
<b>Lake Ashton CDD</b> , Lake Wales, FL	●			●	●	●				●
<b>Lakewood Ranch CDDs 1, 2, 4, 5, 6</b> , Manatee County, FL	●	●		●			●	●	●	●
<b>Lakewood Ranch Stewardship</b> , Manatee County, FL	●	●		●	●	●			●	
<b>Live Oak Lake (Twin Lakes Development) CDD</b> , Osceola County, FL	●	●	●	●	●	●	●	●	●	●
<b>Montecito CDD</b> , Brevard County, FL	●			●					●	●

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
<b>Narcoossee CDD</b> , Orange County, FL	●	●		●			●		●	●
<b>On-Top-of-the-World CDDs</b> , Marion County, FL	●	●		●	●	●			●	●
<b>Osceola Chain of Lakes</b> , Osceola County, FL	●	●	●	●	●	●	●	●	●	●
<b>Reedy Creek Improvement District</b> , Osceola County, FL	●	●		●			●		●	●
<b>Reunion Resort CDD</b> , Osceola County, FL	●	●		●		●			●	●
<b>Verandas CDD</b> , Pasco County, FL	●	●		●			●		●	●
<b>Viera CDD</b> , Brevard County, FL	●	●		●			●		●	●
<b>VillaSol CDD</b> , Osceola County, FL	●	●		●	●	●		●	●	●

**Geographic Location**

With 15 office locations and over 300 employees in Florida, we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office, Rey and Nicole will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local, Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

By utilizing our extensive presence within Central Florida, our approach to the CDD’s projects will combine our understanding of the various project assignments with our experience in identifying the CDD’s needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to “boots on the ground” activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to Lake Ashton. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.

**Current and Projected Workloads**

Dewberry has an excellent track record of meeting time and budget requirements on the projects we have highlighted in this response and will meet this goal with Lake Ashton. **We are fully available for this contract!**

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, right-of-way mappers, roadway engineers, maintenance of traffic engineers and construction inspection personnel, has the capacity to address all of the CDD’s needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit to the CDD our dedicated team members for these important projects.

**Volume of Work Previously Awarded to Consultant by District**

As demonstrated throughout our proposal, Dewberry has extensive experience working with Lake Ashton CDD, which allows our team to continue to provide Lake Ashton with the unique experience, familiarity, and understanding of the type of services that will be requested.



 **Dewberry**

[www.dewberry.com](http://www.dewberry.com)

# STATEMENT OF QUALIFICATIONS

## RFQ FOR ENGINEERING SERVICES FOR THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT



DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS  
Submitted on October 24, 2019

Lake Ashton Community Development District  
5385 N. Nob Hill Road,  
Sunrise, Florida 33351

Submitted by:

735 East Main Street

Bartow, FL 33830

863-537-7901

admin@rayleng.com

www.raylengineering.com





October 23, 2019

Lake Ashton Community Development District  
5385 N. Nob Hill Road  
Sunrise, Florida 33351

**RE: DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**

Ms. Jill Burns,

Rayl Engineering & Surveying, LLC is pleased to present to the Selection Committee this response to the above referenced Request for Qualifications. We are confident that no other team can bring the project understanding, expertise, and experience to this RFQ that we do.

We are experienced with providing these types of services to Community Development Districts. We already have an on-site familiarity with the Client's location and we know the regulatory processes and challenges affecting the Lake Ashton Community Development District. Since 2016, Alan Rayl and Rayl Engineering and Surveying, LLC has been the District Engineer for the Lake Ashton II CDD, additionally Alan Rayl served as District Engineer for the Highland Estates CDD from its inception until 2009.

Rayl Engineering & Surveying, LLC appreciates the opportunity to submit a response to this RFQ for Professional Engineering Services for the Lake Ashton Community Development District and looks forward to your favorable evaluation.

Thank you.  
Sincerely,

A handwritten signature in blue ink, appearing to be "AR", written over a blue circular stamp or seal.

Alan L. Rayl, PE, PSM  
Owner / President  
Rayl Engineering & Surveying, LLC

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- SECTION 4**     *Additional Requested Information*
- CATEGORY 1:** *Ability and Adequacy of Professional Personnel*
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**SECTION 1** *Federal, State, and Local Licenses*

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**  
 ACCOUNT NO. **209427** **CLASS: B** **EXPIRES: 9/30/2020**

OWNER NAME: **ALAN L RAYL** LOCATION: **415 E MAIN ST BARTOW**

BUSINESS NAME AND MAILING ADDRESS: **RAYL ENGINEERING & SURVEYING LLC**  
**415 E MAIN ST BARTOW, FL 33830**

CODE: **540190** ACTIVITY TYPE: **PROFESSIONAL ENGINEER**  
**540250** **SURVEYOR MAPPER**

PROFESSIONAL LICENSE (IF APPLICABLE): **LS5736DBPR 44116**

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1201366-0001-0001 07/17/2019 07/12/2019 N66 12 57.75

TC301F-16

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

 **City of Bartow, Florida**  
**BUSINESS TAX RECEIPT**

735 E MAIN ST  
 LOCATION OF BUSINESS

This Business Tax Receipt is to be displayed conspicuously at the location of business, and is not transferable or assignable.

ALAN RAYL  
 RAYL ENGINEERING & SURVEYING  
 735 E. MAIN STREET  
 BARTOW FL 33830

EXPIRATION DATE 9/30/2020	
DATE ISSUED 8/09/2019	TAX RECEIPT # 02056
BUSINESS TAX RECEIPT FOR ENGINEERS	

A Business Tax Receipt is hereby issued by the city of Bartow, Florida to the following party to engage in or manage the business, profession or occupation shown, pursuant to the indicated subsection of Bartow code section 70-36 for the Tax Receipt year.

*David D. Dwyer* City Manager  
*Jacqueline Speake* City Clerk

**SECTION 2 Business Authorization within the State of Florida**



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7770**  
Expiration Date February 28, 2021

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

**RAYL ENGINEERING AND SURVEYING LLC**  
415 EAST MAIN STREET, SUITE 202  
BARTOW, FL 33830

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5736**  
Expiration Date February 28, 2021

**Professional Surveyor and Mapper License**  
Under the provisions of Chapter 472, Florida Statutes

**ALAN LEE RAYL**  
415 EAST MAIN STREET, SUITE 202  
BARTOW, FL 33830

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

**SECTION 2 Business Authorization within the State of Florida**

RICK SCOTT, GOVERNOR  
JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**RAYL ENGINEERING AND SURVEYING, LLC**  
415 EAST MAIN STREET  
SUITE 202  
BARTOW FL 33830

**LICENSE NUMBER: CA28820**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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RICK SCOTT, GOVERNOR  
JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**RAYL, ALAN LEE**  
415 EAST MAIN STREET  
SUITE 202  
BARTOW FL 33830

**LICENSE NUMBER: PE44116**  
**EXPIRATION DATE: FEBRUARY 28, 2021**  
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**Section 2 Business Authorization within the State of Florida Continued**

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for Lake Ashton Community Development District.
2. This sworn statement is submitted by Rayl Engineering & Surveying, LLC  
Whose business address is: 735 East Main Street, Bartow, FL, 33830  
and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0914050.  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
3. My name is Alan L. Rayl, PE, PSM and my relationship to the entity named above is Owner / President
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

**Section 2 Business Authorization within the State of Florida Continued**

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

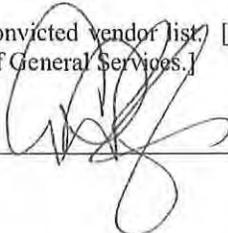
Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: October 21, 2019

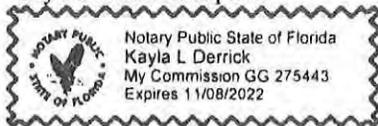
Signature: 

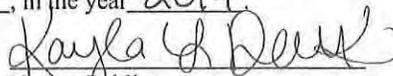
STATE OF: Florida

COUNTY OF: Polk

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of October, in the year 2019.

My commission expires:



  
Notary Public

Kayla Derrick  
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

\_\_\_\_\_  
Type of ID

**SECTION 3**

***Qualification Statement – US General Service Administrations  
"Architect-Engineer Qualifications, Standard Form No. 330"***

See following pages.

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications ("RFQ") for Engineering Services for The Lake Ashton Community Development District

2. PUBLIC NOTICE DATE

09/20/2019

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Alan L. Rayl, Owner / President

5. NAME OF FIRM

Rayl Engineering and Surveying, LLC

6. TELEPHONE NUMBER

863-537-7901

7. FAX NUMBER

N/A

8. E-MAIL ADDRESS

alan@rayleng.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

(Check)	PRIME J-V PARTNER SUBCON- TRACTOR			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	a.	<input checked="" type="checkbox"/>			Rayl Engineering and Surveying, LLC  <input type="checkbox"/> CHECK IF BRANCH OFFICE	735 East Main Street, Bartow, FL 33830
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Alan L. Rayl	13. ROLE IN THIS CONTRACT  Principle in Charge / Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 34	b. WITH CURRENT FIRM 10 years

15. FIRM NAME AND LOCATION *(City and State)*  
Rayl Engineering and Surveying, LLC, Bartow, Florida

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science, Civil Engineering - Purdue University 1987	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Registered Professional Engineer #44116 Georgia Registered Professional Engineer #28580 Indiana Registered Professional Engineer #920107 Florida Registered Professional Surveyor and Mapper #5736
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Florida Engineering Society; Florida Surveying and Mapping Society; Florida Stormwater Association; Florida Redevelopment Association; Polk County Builders Association; Mulberry, Winter Haven, Fort Meade & Bartow Chamber; More on resume.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>Lake Ashton II Pavement and Curblin Assessment and Inventory</b> Lake Ashton II CDD, Winter Haven, Florida	2019	2019
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <i>Surveyed all of the pavement and curblin within Lake Ashton II CDD. The assessment noted any broken, sunken, and/or areas with impaired function and a list of recommended repairs was made. A pavement condition assessment was completed to rate the condition of the surface of the road network. Roads were scored and assigned a recommend action.</i>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Lake Ashton II Pickleball</b> Lake Ashton II CDD, Winter Haven, Florida	2018	2019
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <i>Design, permitting, and development of two new Pickleball courts and ancillary parking lot at their existing Health and Fitness Center.</i>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Lake Ashton II SWFWMD</b> US 27 & Thompson Nursery Road, Lake Wales, Florida	2017	2019
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <i>Designed and permitting of the master infrastructure (road, drives, sewer, water, stormwater, and flood plan) for the Aldi anchored shopping center. Permit coordination with Polk County, SWFWMD, and FDOT.</i>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Traditions Subdivision</b> Winter Haven, Florida	2017	2017
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <i>Served both the developer (Lennar) and the HOA with miscellaneous services including flooding remediation and shoreline enhancement.</i>	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Lime Avenue Drainage Issues</b> Lime Avenue, Dundee, Florida	2019	2019
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <i>Surveyed the existing conditions in the affected areas including roadway edge of pavement, driveways, driveway culverts, swales, storm structures and other related features. Created a construction plan and design for remediating the conditions causing the flooding. Provided construction phase services.</i>	<input checked="" type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 1
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21. TITLE AND LOCATION <i>(City and State)</i> Pavement and Curblin Assessment and Inventory Lake Ashton II CDD, Winter Haven, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2019

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lake Ashton II CDD	b. POINT OF CONTACT NAME G. Douglas Robertson, Chair	c. POINT OF CONTACT TELEPHONE NUMBER 954-629-8757
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Rayl Engineering and Surveying, LLC reviews all of the pavement and curblin conditions within Lake Ashton II CDD. The assessment noted any broken, sunken, and/or areas with impaired function. Once assessed, Rayl Engineering and Surveying, LLC compiled a recommended repair list. A Pavement Condition Index assessment was completed to score the condition of the road network. Each roadway was given a score based off of condition factors. Once scored, the roads were assigned a recommended action. This assessment resulted in a 200+ page report for the Lake Ashton II CDD.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Lake Ashton II Pickleball Courts and Parking Lot, Winter Haven, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017-2018	CONSTRUCTION <i>(If applicable)</i> 2018

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lake Ashton II CDD	b. POINT OF CONTACT NAME G. Douglas Robertson, Chair	c. POINT OF CONTACT TELEPHONE NUMBER 954-629-8757
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Serving as District Engineer for the Lake Ashton II Community Development District we have worked on numerous projects including the design, permitting, and development of two new Pickleball courts and ancillary parking lot at their existing Health and Fitness Center.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 3
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21. TITLE AND LOCATION <i>(City and State)</i> Lake Ashton II Pond Repair, Winter Haven, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015-2017	CONSTRUCTION <i>(If applicable)</i> Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lake Ashton II CDD	b. POINT OF CONTACT NAME G. Douglas Robertson, Chair	c. POINT OF CONTACT TELEPHONE NUMBER 954-629-8757
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Recommend and supervise maintenance and repairs to over 30 stormwater ponds as part of the Lake Ashton II CDD Master Surface Water Management System. Once repairs were completed, the project received a permit compliant certification from SWFWMD. Repairs included slope restoration and stabilization, vegetation removal, and repairs/construction of multiple sidedrain filtration systems including filter fabric, filter media, perforated pipe repair and replacement, cleanout reconstruction and new installations of ballast to complete the system(s).

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER <b>4</b>
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21. TITLE AND LOCATION <i>(City and State)</i> Lake Ashton II SWFWMD Certifications, Winter Haven, Florida	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">PROFESSIONAL SERVICES 2019</td> <td style="width:50%; text-align: center;">CONSTRUCTION <i>(If applicable)</i> Ongoing</td> </tr> </table>	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> Ongoing
PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> Ongoing		

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lake Ashton II CDD	b. POINT OF CONTACT NAME G. Douglas Robertson, Chair	c. POINT OF CONTACT TELEPHONE NUMBER 954-629-8757
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*  
 Ongoing monitoring of Surface Water Management System as part of continued required SWFWMD certifications.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION <i>(City and State)</i> Lake Marie Water Line, Dundee, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> Pending

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Town of Dundee	b. POINT OF CONTACT NAME Deena Ware, Town Manager	c. POINT OF CONTACT TELEPHONE NUMBER 863-438-8330
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Coordinated with Town staff to discuss and permit the construction of 1,228 linear feet of 10" water line to replace an existing transite asbestos water line currently serving the Lake Marie Park, the Town Community Center, and adjacent residential neighborhoods.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 6
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21. TITLE AND LOCATION <i>(City and State)</i> Lime Avenue Drainage Investigation, Dundee, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - Present	CONSTRUCTION <i>(If applicable)</i> 2019 - Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Town of Dundee	b. POINT OF CONTACT NAME Deena Ware, Town Manager	c. POINT OF CONTACT TELEPHONE NUMBER 863-438-8330
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Surveyed the existing conditions in the affected areas including roadway, driveways, driveway culverts, swales, storm structures and other related features. Created a construction plan and design for remediating the conditions causing the flooding. This included driveway culvert maintenance, establishment of roadside swales with positive outfall, installation of new driveway culverts in areas where they do not currently exist, and other related improvements. Construction Phase services included staking, inspection, observation, as-built and record drawing preparation, and certifications of construction.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
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21. TITLE AND LOCATION <i>(City and State)</i> Winnie Lane Town Homes, Lakeland, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> Pending

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER GG5900. LLC	b. POINT OF CONTACT NAME Gil Garringer	c. POINT OF CONTACT TELEPHONE NUMBER 863-712-6047
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Rayl Engineering and Surveying, LLC was the consultant for the Winnie Lane Town Homes. There will be 3 duplexes constructed on this site. Rayl Engineering and Surveying, LLC requested and attended a pre-application meeting at the Bartow office of SWFWMD to determine drainage criteria for the contemplated project. We also conducted sufficient background research (flood zone, existing soils, etc.) to present at the meeting. Services provided to the client included, Civil Engineering Design and Permitting, Land Surveying services, coordination with Polk County Land Development on a Level II Submittal.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 8
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21. TITLE AND LOCATION <i>(City and State)</i> Dundee Paving RFP, Dundee, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2019

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Town of Dundee	b. POINT OF CONTACT NAME Deena Ware, Town Manager	c. POINT OF CONTACT TELEPHONE NUMBER 863-438-8330
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Assisted the Town with the writing of the RFP for milling and resurfacing approximately 3/4 miles of local and collector roadways inside the Town limits. Reviews and evaluated contractors bids and made recommendations for bid award. Worked with contractor during construction for scheduling coordination, reviewed pay requests, and provided post construction review of completed project.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 9
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21. TITLE AND LOCATION <i>(City and State)</i> Telecom, Temple Terrace, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017 to Present	CONSTRUCTION <i>(If applicable)</i> 2018 to 2019

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER JT Enterprises II	b. POINT OF CONTACT NAME Joe Taggart	c. POINT OF CONTACT TELEPHONE NUMBER 813-230-6555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Rayl Engineering and Surveying, LLC provided master infrastructure plan, permitting, and construction services to the 6 out parcel commercial development in Temple Terrace, Florida. Coordination with US Army Corps of Engineers, Department of Transportation, Hillsborough County, Department of Environmental Protection, City of Temple Terrace, and SWFWMD.

Rayl Engineering & Surveying also provided the following services:

1. Coordinate with the Client's Geotechnical consultant for the Master Plan/Mass Grading design.
2. Review extent of muck removal/unsuitable soils to be addressed during Master Plan/Mass Grading design.
3. Coordinate with the Client's Traffic consultant for the Fletcher Avenue and internal cross access connections.
4. Prepare Erosion Control and SWPP Plan as part of Construction plan set.
5. Prepare Drainage Calculations demonstrating compliance with previously established impervious surface thresholds in the existing master drainage system.
6. Prepare Master Site Plan/Preliminary Plat.
7. Prepare Master Grading and Master Drainage Plan.
8. Prepare cut/fill calculations, including any muck removal per recommendations of the Geotechnical consultant.
9. Prepare Master Utility Plans for extension of onsite sanitary sewer and potable water systems.
10. Submit for Construction Plan approval from the City of Temple Terrace
11. Submit for ERP approval (permit modification) from the Southwest Florida Water Management District.
12. Submit for a driveway connection permit from Hillsborough County for the Fletcher Avenue connection.
13. Submit for an FDEP potable water system permit through the Hillsborough County Health Department.
14. Submit for an FDEP wastewater system permit through the Hillsborough County EPC.
15. Provide responses to review comments in support of permit issuance.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> Traditions, Dundee, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017 to 2018	CONSTRUCTION <i>(if applicable)</i> 2017 to 2018

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Lennar and Traditions HOA	b. POINT OF CONTACT NAME Keith Malcuit	c. POINT OF CONTACT TELEPHONE NUMBER 813-414-3749
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

Provided Due Diligence survey, assessment, and evaluation of infrastructure prior to the HOA taking ownership of those assets. Additionally, in cooperation with Traditions Environmental Consultant, provided engineering plans and permitting for the 1.28 acre Lake Ruby shoreline enhancement project.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME Rayl Engineering and Surveying, LLC	(2) FIRM LOCATION <i>(City and State)</i> Bartow, Florida	(3) ROLE Prime Consultant
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

See RFQ Response.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

10/23/2019

33. NAME AND TITLE

Alan L. Rayl, Owner / President

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Rayl Engineering and Surveying, LLC			3. YEAR ESTABLISHED 2009	4. UNIQUE ENTITY IDENTIFIER 27-0914050
2b. STREET 735 East Main Street			5. OWNERSHIP	
2c. CITY Bartow			2d. STATE FL	2e. ZIP CODE 33830
6a. POINT OF CONTACT NAME AND TITLE Alan L. Rayl, Owner / President			a. TYPE S Corporation	
6b. TELEPHONE NUMBER 863-537-7901			6c. E-MAIL ADDRESS alan@rayleng.com	
8a. FORMER FIRM NAME(S) (if any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
6a. POINT OF CONTACT NAME AND TITLE Alan L. Rayl, Owner / President			b. SMALL BUSINESS STATUS N/A	
			7. NAME OF FIRM (If Block 2a is a Branch Office)	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
12/38	Civil Engineer / Surveyor	1		C05	Multiple Examples	1
08	CADD Technician	1		C06	Multiple Examples	1
02	Administrative	1		C08	Multiple Examples	1
12	Civil Engineer	1		C16	Multiple Examples	1
				H06	Multiple Examples	1
				H07	Multiple Examples	1
				H09	Multiple Examples	1
				H10	Multiple Examples	1
				H11	Multiple Examples	1
				I06	Multiple Examples	1
				L02	Multiple Examples	1
				O01	Multiple Examples	1
				P05	Multiple Examples	1
				P06	Multiple Examples	1
				S04	Multiple Examples	1
				S10	Multiple Examples	1
				S13	Multiple Examples	1
				T04	Multiple Examples	1
				W03	Multiple Examples	1
				W04	Multiple Examples	1
	Other Employees					
<b>Total</b>		<b>4</b>				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	2	2. \$100,000 to less than \$250,000	3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million
c. Total Work	2	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million
		10. \$50 million or greater			

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 10/23/2019
c. NAME AND TITLE Alan L. Rayl, Owner / President	



#### **SECTION 4     *Additional Requested Information***

##### **Category 1:     Ability and Adequacy of Professional Personnel     (Weight 25 Points)**

Rayl Engineering & Surveying, LLC is an S Corp business and has been since being founded in August of 2009. Alan L. Rayl, PE, PSM is the Owner and solely in charge of all management decisions. Alan L. Rayl opened the firm after being with other firms in the Tampa Bay and Central Florida markets since 1987. During the economic downturn, Alan also held the position of Polk County Engineer in the Land Development Division of the Office of Planning and Development. Alan L. Rayl is involved in all aspects of all Engineering & Surveying projects as well as Client and customer service. Alan L. Rayl will be personally handling all District meetings, construction services, and other engineering tasks.

We provide private sector land development engineering design and permitting across Central Florida, as well as public sector consulting to many of Polk County municipalities. Our clientele includes local developers and businesses, Community Development Districts and Property Owner's Associations/Home Owner's Associations, National Home Builders, the cities of Mulberry and Fort Meade, and the Town of Dundee. Our services include general civil engineering and land surveying services. When needed, specialty sub-consultants are utilized on a per-project basis.

**CATEGORY 1: ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL CONTINUED**



**Alan L. Rayl, PE, PSM**  
*President/Owner*



Alan Rayl has been a Registered Professional Engineer in the State of Florida since 1991 and has also been a Registered Professional Surveyor and Mapper in Florida since 1997. Alan founded Rayl Engineering and Surveying, LLC on August 24, 2009.

**Professional Registrations**

- Florida Registered Professional Engineer #44116
- Georgia Registered Professional Engineer #28580
- Indiana Registered Professional Engineer #920107
- Florida Registered Professional Surveyor and Mapper #5736
- FDEP Certified Stormwater Inspector #5386

**Education**

Bachelor of Science, Civil Engineering - Purdue University 1987

**Special Qualifications**

- More than 30 years of experience, encompassing commercial, residential, municipal, and transportation facilities in the Midwest, South and Central Florida, and the Caribbean.
- Experience managing and performing all types of public and private land development projects, from initial appraisals and master planning through preparation and design of construction documents, construction observation, and certifications.
- Direct experience with regulatory programs of local municipalities and Counties and the State of Florida Water Management District, as well as the Florida Department of Environmental Protection, FEMA, and the U.S. Army Corps of Engineers affecting stormwater, water and sewer utilities, and wetlands.

**Professional Organizations and Memberships**

- Greater Mulberry Chamber of Commerce, Board Member, 2008-2016; President, 2012
- Dundee Area Chamber of Commerce, Board Member 2019
- Fort Meade Chamber of Commerce, Member
- Bartow Chamber of Commerce, Board Member, 2016-present
- Florida Engineering Society, Ridge Chapter, State Director (2010), *Engineer of the Year (2010)*, President, (2009-2010 & 2015-2016), Vice President (2008-2009)
- Commissioner, City of Bartow CRA, 2009-2017; Chairman, 2011-2012, 2012-2013, 2016-2017
- Florida Surveying and Mapping Society, Ridge Chapter
- Florida Stormwater Association, Conference Committee Member (2016-present)
- Florida Redevelopment Association, Committee Member (2019)
- Past Member, International Council of Shopping Centers
- Member, Polk County Builders Association, Board Member, (2019), Governmental Affairs Committee Chair (2019), Member (2009-present), Co-Chair (2010-2011)
- Member, Polk County Utility Code Update Stakeholders Committee (2010-2011)
- Member, City of Lakeland Subdivision Code Update Committee, 2011
- Member, City of Bartow Gateways Project Committee, 2011
- Graduate, Leadership Bartow, Class XIII, 2008-2010
- Graduate, Leadership Polk, Class IV, 2010-2011
- Leadership Polk Alumni Association, Steering Committee, 2011-present; Membership Committee Chair, 2016-present
- Bone Valley SAS Focus Group
- ACE Mentor Volunteer (2018 - present)
- Polk County School Board Volunteer

Category 1: Ability and Adequacy of Professional Personnel Continued



**Viviana Rosado**  
*CAD Technician*



Viviana Rosado has been employed as a CAD Technician with Rayl Engineering and Surveying, LLC since June of 2019.

**Education**

Instituto de Banca - Manati, Puerto Rico, US

**Special Qualifications**

- Over 10 years' experience preparing construction plans, both residential and commercial, in Auto CAD.
- Experienced in construction inspection and estimate preparation.

**Project Experience**

Telecom – Preparation of Master Site Plan, Preliminary Plat, Master Grading, Master Drainage Plan, and more for the 6 out parcel commercial development in Temple Terrace.

Winnie Lane - Preparation of Master Site Plan, Preliminary Plat, and more for the future three duplex site in Lakeland, Florida.

Schools for the 21st Century, Puerto Rico – Inspected a remodeling project for a program of the Government of Puerto Rico called 'Schools for the 21st Century'. This was Puerto Rico's largest public school modernization program in decades. The Government of Puerto Rico working jointly with PRPPPA developed a Design-Build-Maintain (DBM) program to modernize 100 public schools throughout Puerto Rico.

Coliseo de Arecibo Manuel G. Iguina Reyes, Puerto Rico – Worked on the final plans for the Manuel Iguina Coliseum located in Arecibo, Puerto Rico. The Manuel Iguina Coliseum is an indoor sporting arena with a capacity of 12,500 people.

**Category 1: Ability and Adequacy of Professional Personnel Continued**



**John Cheng, EI**  
*Project Engineer*



John Cheng has been employed as a Project Engineer with Rayl Engineering and Surveying, LLC since October of 2019.

**Education**

Bachelor of Science, Civil Engineering - Purdue University 2019

**Special Qualifications**

- Experienced in groundwater flow, drainage, and sanitary systems.
- Experienced in designing and creating drawings in AutoCAD.
- Experienced in designing parking garages, stadiums, apartment complexes, roadway roundabouts, and more.

**Professional Organizations and Memberships**

Member of the American Concrete Institute ,Sep 2018 - Present

Member of the American Society of Civil Engineering, Jan 2017 - Present

Member of the Society of Asian Scientists and Engineers, Jan 2017 - Present

Hong Kong Student Association, Purdue University, Secretary, Jan 2018 – Dec 2018

**Project Experience**

Roundabout Project, West Lafayette, Indiana: Worked with the City Engineer to analyze the new roundabout in the city. Proposed solutions and improvements for the roundabout.

Baseball field, Rosemont, Illinois: Design a 100-year, 1-hour drainage and sanitary system for the stadium according to IBC and ASCE, provide a technical report related on the field of structural, geotechnical and construction for a 3-level open parking garage following the Chicago building code and PCI. Proposal for changes stadium design, function and perform benefit-cost analysis.

Groundwater flow Project: Using a finite method in excel and Plaxis-2D to find the seepage flow, factor of safety for the piping, sliding and overturning for the maximum upstream level in the Allegheny reservoir dam.

Designed a fully furnished 5 story-25 units apartment complex in AutoCAD, prepared CAD drawing and constructed in Revit.

**Category 2: Consultant’s Past Performance (Weight 25 Points)**

The following are projects performed by Rayl Engineering and Surveying, LLC and/or by principal Alan Rayl, PE, PSM in close proximity to Lake Ashton I, Lake Wales, or in Polk County.

Rayl Engineering and Surveying, LLC is the current District Engineer for the Lake Ashton II Community Development District. We have provided a variety of services to the CDD including a pavement and curblin assessment and inventory, Pickleball court design and permitting, pond repair recommendations, and more.

**Pavement and Curblin Assessment and Inventory** – Rayl Engineering and Surveying, LLC reviews all of the pavement and curblin conditions within Lake Ashton II CDD. The assessment noted any broken, sunken, and/or areas with impaired function. Once assessed, Rayl Engineering and Surveying, LLC compiled a recommended repair list. A Pavement Condition Index assessment was completed to score the condition of the road network. Each roadway was given a score based off of condition factors. Once scored, the roads were assigned a recommended action. This assessment resulted in a 200+ page report for the Lake Ashton II CDD.



**Category 2: Consultant's Past Performance Continued**

**Lake Ashton II Pickleball Courts and Parking Lot** – Serving as District Engineer for the Lake Ashton II Community Development District we have worked on numerous projects including the design, permitting, and development of two new Pickleball courts and ancillary parking lot at their existing Health and Fitness Center.

**Lake Ashton II Pond Repair** – Recommend and supervise maintenance and repairs to over 30 stormwater ponds as part of the Lake Ashton II CDD Master Surface Water Management System. Once repairs were completed, the project received a permit compliant certification from SWFWMD.

**Lake Ashton II SWFWMD Permit Certifications** – Ongoing monitoring of Surface Water Management System as part of continued required SWFWMD certifications.

**Lime Avenue, Dundee, FL** - Surveyed the existing conditions in the affected areas including roadway edge of pavement, driveways, driveway culverts, swales, storm structures and other related features. Created a construction plan and design for remediating the conditions causing the flooding. This included driveway culvert maintenance, establishment of roadside swales with positive outfall, installation of new driveway culverts in areas where they do not currently exist, and other related improvements. Construction Phase services included staking, inspection, observation, as-built and record drawing preparation, and certifications of construction.

**Dundee Paving RFP, Dundee, FL** – Assisted the Town with the writing of the RFP for milling and resurfacing over approximately 3/4 miles of local and collector roadways inside the Town limits. Reviews and evaluated contractors' bids and made recommendations for bid award. Worked with contractor during construction for scheduling coordination, reviewed pay requests, and provided post construction review of completed project.



**Category 2: Consultant's Past Performance Continued**

**Aldi Shopping Center, US 27 & Thompson Nursery Road, Lake Wales** – Design and permitting of the master infrastructure (road, drives, sewer, water, stormwater, and flood plain) for the Aldi anchored shopping center. Permit coordination with Polk County, SWFWMD, and FDOT. (\*Services were performed in assistance to Sloan Engineering Group)

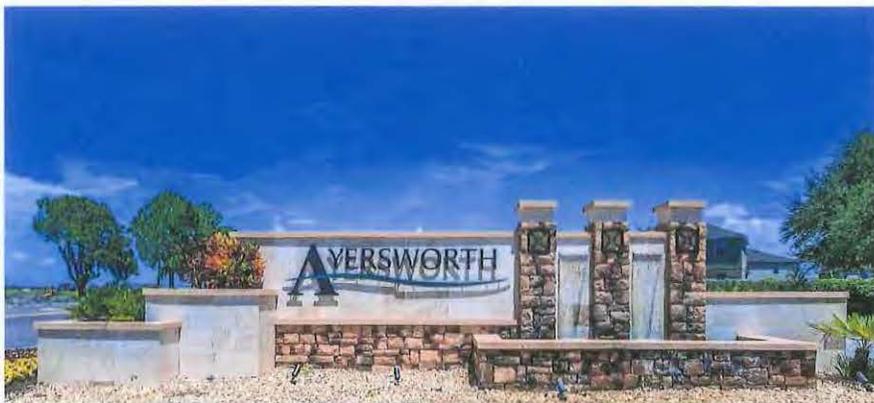
**McGuire KIA, US 27, Lake Wales** – 26,000 square foot dealership with 260 display spaces opened in 2019. (\*Services were performed in assistance to Sloan Engineering Group)

**Wawa, Lake Wales** – Site design, plans, and permitting through the City of Lake Wales, Polk County and SWFWMD for roadway improvements and right-of-way dedication in the Chalet Suzanne right-of-way. (\*Services were performed in assistance to Sloan Engineering Group)

**Traditions Subdivision, Winter Haven** – Served both the developer (Lennar) and the HOA with miscellaneous services including flooding remediation and shoreline enhancement projects.

**Ayersworth Glen (Highland Estates CDD District Engineer)** – District Engineer for the 1660 lot Highland Estates CDD in Hillsborough County, from inception to 2009. (\*Services were performed in assistance to Kimley-Horn and Associates, Inc.)

**Polk County (2012 – 2015)** – Served as Polk County Engineer in charge of review and approval of all development projects within Polk County. Consultant's designs were reviewed by staff for compliance with the Polk County Comprehensive Plan, the Land Development Code, and the Utilities Code.



**Category 3: Geographic Location (Weight 20 Points)**

Since being founded in 2009, Rayl Engineering & Surveying, LLC has been headquartered in Bartow, FL. Our office is 16 miles from the Lake Ashton Community Development District. The owner of Rayl Engineering & Surveying, LLC, Alan L. Rayl, is available at all times via phone, email, or text. When sub-consultants are needed to provide specialized expertise (Geotechnical, Environmental, etc.) local professionals are used to the greatest degree practicable.

**Category 4: Willingness to Meet Time and Budget Requirements (Weight 15 Points)**

Our success is a byproduct of our Client's success. This comes from our ability to provide responsive, timely service with the greatest amount of Professional expertise and care for fees that meet our Client's budget expectations. By not keeping a large in-house staff or high overhead, we can pass on these efficiencies to our Clients to bring their projects to fruition.

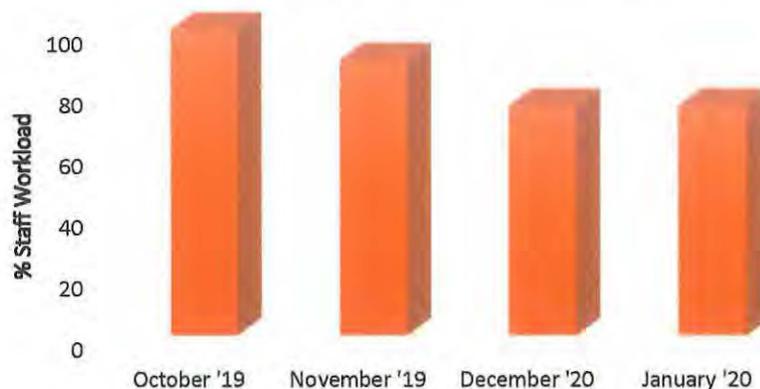
**Category 5: Certified Minority Business Enterprise (Weight 5 Points)**

Rayl Engineering and Surveying, LLC is not a certified Minority Business Enterprise.

**Category 6: Recent, Current, and Projected Workloads (Weight 5 Points)**

Rayl Engineering and Surveying, LLC is currently at 100% of workload capacity for October, 90% of workload capacity for November, and has a projected workload capacity of 75% for December 2019 and January 2020. Rayl Engineering and Surveying, LLC is adequately staffed for current and future expected workload. We also have the ability to partner with other consultants if special circumstances warrant

Recent, Current, and Projected Workloads



**Category 7: Volume of Work Previously Awarded to Consultant by CDD (Weight 5 Points)**

Rayl Engineering and Surveying, LLC has not been awarded any work by the Lake Ashton Community Development District to date.

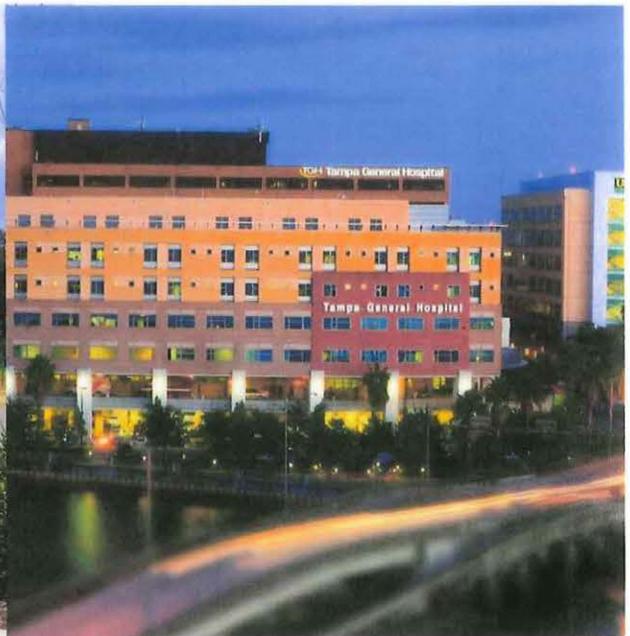


735 East Main Street

Bartow, FL 33830

Phone: 863-537-7901

[www.raylengineering.com](http://www.raylengineering.com)



RESOLUTION 2020-01

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the "Board", of the Lake Ashton Community Development District, hereinafter referred to as "District", adopted a General Fund Budget for fiscal year 2019, and

**WHEREAS**, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 18th day of November, 2019 and be reflected in the monthly and fiscal Year End 9/30/19 Financial Statements and Audit Report of the District.

***Lake Ashton  
Community Development District***

by: \_\_\_\_\_  
Chairman

Attest:

by: \_\_\_\_\_  
Secretary

**Lake Ashton**  
**Community Development District**  
 Budget Amendment

FY 2019

**General Fund**

<u>Category</u>	<u>Current Budget</u>	<u>Proposed (Increase/ Decrease)</u>	<u>Amended Budget</u>
<b><u>Revenues</u></b>			
Entertainment Fees	\$130,000	\$25,770	\$155,770
Newsletter Ad Revenue	\$55,000	\$32,036	\$87,036
Insurance Proceeds	\$0	\$61,190	\$61,190
<b>Total Revenues</b>		<b><u>\$118,996</u></b>	
<b><u>Expenditures</u></b>			
Engineering Fees	\$15,000	\$14,413	\$29,413
Attorney Fees	\$25,000	\$22,801	\$47,801
Newsletter Printing	\$35,000	\$4,308	\$39,308
Contingency-Golf Course	\$0	\$51,527	\$51,527
Security/Fire Alarm/Gate Repairs	\$5,100	\$4,814	\$9,914
Water	\$12,000	\$6,018	\$18,018
Gas	\$17,000	\$4,755	\$21,755
Pool and Fountain Maintenance	\$20,000	\$3,577	\$23,577
Landscape Maintenance	\$176,007	\$1,954	\$177,961
Special Events	\$130,000	\$4,829	\$134,829
<b>Total Expenditures</b>		<b><u>\$118,996</u></b>	

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT**

Check Run Summary

**November 18, 2019**

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
10/15/2019	6798-6803	\$22,900.08
10/25/2019	6804-6808	\$61,843.22
10/30/2019	6809-6831	\$46,001.97
11/5/2019	6832-6833	\$15,025.28
11/7/2019	6834	\$500.00
<i>General Fund Total</i>		<u><u>\$146,270.55</u></u>
<u>Capital Projects Fund</u>		
10/30/2019	286-287	\$13,085.00
<i>Capital Projects Fund Total</i>		<u><u>\$13,085.00</u></u>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/15/19	00062	10/01/19	05794960	201910	320-57200	41000		BRIGHT HOUSE NETWORKS	*	1,002.22	1,002.22	006798
			SVCS 09/30 THRU 10/29/19									
10/15/19	00013	10/01/19	73998	201910	310-51300	54000		DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00	006799
			ANNUAL FEE									
10/15/19	00164	9/30/19	87561	201908	310-51300	49200		LATHAM, SHUKER, EDEN & BEAUDINE,LLP	*	594.00	4,960.24	006800
			SVCS THRU 8/2019									
		10/14/19	87967	201909	310-51300	49200		ANDREW MATCHETT	*	4,343.72	5,000.00	006801
			SVCS THRU 09/19									
		10/14/19	87968	201909	310-51300	49200		REPUBLIC SERVICES #654	*	22.52	387.62	006802
			DISBURSEMENTS									
		9/30/19	87561	201908	310-51300	49200		WILLIAM CLARE ENTERTAINMENT	V	594.00-	11,375.00	006803
			SVCS THRU 8/2019									
		10/14/19	87967	201909	310-51300	49200		LAKA LAKE ASHTON	V	4,343.72-	709.05	
			SVCS THRU 09/19									
		10/14/19	87968	201909	310-51300	49200		SROSINA	V	22.52-	37.45	
			DISBURSEMENTS									
		9/20/19	87560	201908	310-51300	31500			*	1,011.00		
			LEGAL FEES - AUG 2019									
		9/30/19	87561	201908	310-51300	49200			*	594.00		
			SVCS THRU 8/2019									
		10/14/19	87967	201909	310-51300	31500			*	3,332.72		
			SVCS THRU 09/19									
		10/14/19	87968	201909	310-51300	49200			*	22.52		
			DISBURSEMENTS									

LAKA LAKE ASHTON SROSINA

LAKE ASHTON CDD - GF  
BANK A LAKE ASHTON - GF

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/15/19		22109-10	201909	320-57200-43100					*	862.78		
		GATE ENTRANCE-IRRIGA 9/19										
10/15/19		37767-10	201909	320-57200-43100					*	174.60		
		PALMS CDD IRRIGA - 9/19										
CITY OF LAKE WALES											1,783.88	006804
10/25/19	00502	10/01/19	1582	201910	320-57200-34501				*	10,044.00		
		MAIN GATE OFFICER 10/19										
10/01/19		1582	201910	320-57200-34501					*	7,533.00		
		PATROL OFFICER										
10/01/19		1582	201910	320-57200-34501					*	465.75		
		SPECIAL EVENTS 9/19										
COMMUNITY WATCH SOLUTIONS, LLC											18,042.75	006805
10/25/19	00215	10/15/19	368	201908	320-57200-54000				*	169.56		
		DUES&SUBCRIP CLOSING 9/01										
10/15/19		368	201908	320-57200-51000					*	31.99		
		POSTAGE										
10/15/19		368	201908	320-57200-49400					*	346.65		
		SPECIAL EVENTS										
10/15/19		368	201908	320-57200-52000					*	790.86		
		OPERATING SUPPLIES										
10/15/19		368	201908	320-57200-51000					*	7.48		
		OFFICE SUPPLIES										
10/15/19		368	201908	320-57200-54500					*	245.45		
		CLUBHSE MAINT										
10/22/19		373	201910	320-57200-34000					*	22,770.17		
		PAYROLL REIMB EMPLO 10/19										
GMS-CENTRAL FLORIDA, LLC											24,362.16	006806
10/25/19	00217	10/14/19	0654-000	201911	320-57200-43300				*	615.91		
		REFUSE SVC 11/01-11/30/19										
REPUBLIC SERVICES #654											615.91	006807
10/25/19	00061	10/14/19	102019	201910	320-57200-43000				*	17,038.52		
		ELECTRIC 10/19										
TECO											17,038.52	006808
10/30/19	00522	9/25/19	30968634	201909	320-57200-43200				*	575.35		
		POOL HEAT										
AMERIGAS											575.35	006809
10/30/19	00057	9/30/19	180321	201909	320-53800-46800				*	1,545.00		
		MONTHLY SVC 9/19										
APPLIED AQUATIC MANAGEMENT, INC.											1,545.00	006810

LAKA LAKE ASHTON SROSINA

AP300R  
 \*\*\* CHECK NOS. 006798-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/07/19  
 LAKE ASHTON CDD - GF  
 BANK A LAKE ASHTON - GF

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/30/19	00620	9/20/19	26545	201909	320-57200-34500				12'LED ARM INSTALL KIT AT SERVICES OF NORTH FLORIDA	*	2,198.07	2,198.07	006811
10/30/19	00621	10/14/19	145169	201910	320-57200-54501				SVC 10/19 COUNTRY BOY PEST CONTROL	*	267.50	267.50	006812
10/30/19	00268	9/25/19	50098	201910	320-57200-49400				SEASON TICKETS CROMER PRESS	*	355.00	355.00	006813
10/30/19	00133	10/25/19	10158	201910	320-57200-43000				TECO TAMPA ELECTRIC RENEW EGIS INSURANCE ADVISORS,LLC	*	1,085.00	1,085.00	006814
10/30/19	00003	10/22/19	6-775-98	201910	310-51300-42000				DELIVERIES THRU 10/16/19 FEDEX	*	76.30	76.30	006815
10/30/19	00068	10/17/19	FS44695	201910	320-57200-54500				EQUIPMENT MAINT FITNESS SERVICES OF FLORIDA	*	722.69	722.69	006816
10/30/19	00067	10/15/19	190854	201910	320-57200-34500				ALARM MONITORING THE HARTLINE ALARM COMPANY, INC.	*	195.00	195.00	006817
10/30/19	00059	10/09/19	19888	201910	320-57200-45300				INSTALL NEW PUMPBODY SPA HEARTLAND COMMERCIAL POOL SERVICES	*	400.00	400.00	006818
10/30/19	00596	10/22/19	1593	201910	320-57200-54500				REPAIR FURRING STRIPS HERITAGE SERVICE SOLUTIONS LLC	*	16,490.00	16,490.00	006819
10/30/19	00463	10/15/19	1654189	201910	320-57200-52000				PVC CARDS/SHIPPING/FREIGH IDWHOLESALER	*	55.11	55.11	006820
10/30/19	00498	10/01/19	48413	201910	320-57200-54500				REPAIR/MAINT GUARD STATIO JURIN ROOFING SERVICES, INC	*	798.96	798.96	006821
10/30/19	00512	11/01/19	1725292	201911	320-57200-41000				EMERG LINE 11/01-11/30/19 KINGS III OF AMERICA, INC.	*	43.68	43.68	006822

LAKA LAKE ASHTON SROSINA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/30/19	00149	10/06/19	45603759	201910	320-57200-54000			SUBSCRIPTION RENEW	*	309.46		
								THE LEDGER (NEWSPAPER SUBSCRIPTION)			309.46	006823
10/30/19	00361	10/07/19	I68963	201910	320-57200-54500			REPAIRS/MAINT	*	220.00		
		10/16/19	I69447	201910	320-57200-54500			REPAIRS/MAINT	*	177.50		
								MILLER'S CENTRAL AIR, INC.			397.50	006824
10/30/19	00538	8/30/19	204982	201908	320-57200-54500			CART REPAIRS	*	284.55		
								PERFORMAMCE PLUS CARTS			284.55	006825
10/30/19	00586	9/26/19	092619	201909	320-57200-54500			INSTALL 16 PROGRAM RACKS	*	350.00		
								S. FRED POWELL			350.00	006826
10/30/19	00571	11/01/19	26982	201911	320-57200-54500			JANITORIAL SVCS	*	3,030.00		
								SERVICEMASTER CLEAN			3,030.00	006827
10/30/19	00234	9/25/19	16257509	201909	320-57200-51000			SUPPLIES	*	260.71		
		9/25/19	16257509	201909	320-57200-52000			SUPPLIES	*	495.29		
								STAPLES BUSINESS CREDIT			756.00	006828
10/30/19	00430	10/07/19	50075979	201910	310-51300-42502			COPIER LEASE	*	162.50		
								WELLS FARGO FINANCIAL SERVICE			162.50	006829
10/30/19	00587	10/28/19	10096	201909	320-57200-54500			MONITORING 9/01-9/30/19	*	1,247.50		
								XS BOWLING SERVICE LLC			1,247.50	006830
10/30/19	00445	5/01/19	OS 21721	201905	320-57200-46200			MAINT 5/19	*	533.15		
		9/30/19	OS 53625	201909	320-57200-46200			REPLACE PUMPS CONTACTOR	*	456.40		
		10/01/19	OS 56958	201910	320-57200-46200			MAINT 10/19	*	13,667.25		
								YELLOWSTONE LANDSCAPE			14,656.80	006831
11/05/19	00020	11/01/19	002700-1	201911	310-51300-31400			FOLIO # 1274590.0000	*	13,325.28		
								JOE G. TEDDER, TAX COLLECTOR			13,325.28	006832

AP300R  
 \*\*\* CHECK NOS. 006798-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/07/19  
 LAKE ASHTON CDD - GF  
 BANK A LAKE ASHTON - GF

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/05/19	00449	11/04/19	2670	201911 320-57200-49400		HOLIDAY LIGHT 50% DEPOSIT	*	1,700.00		
						SIGNATURE LIGHTING			1,700.00	006833
11/07/19	00622	11/09/19	110919	201911 320-57200-49400		ENTERTAINMENT	*	500.00		
		11/9/19				SOUTHBOUND BAND			500.00	006834
								TOTAL FOR BANK A	146,270.55	
								TOTAL FOR REGISTER	146,270.55	

LAKA LAKE ASHTON SROSINA

AP300R  
 \*\*\* CHECK NOS. 000286-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/07/19  
 LAKE ASHTON CDD - CPF  
 BANK B LAKE ASHTON - CPF

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/30/19	00040	9/30/19	1151748	201909	600-53800-60097				REPLACE MAIN WATER HEATER	*	7,840.00		
		9/30/19	1151749	201909	600-53800-60097				REPLACE BOOSTER HEATER	*	3,105.00		
A.D. BAYNARD PLUMBING INC.											10,945.00	000286	
10/30/19	00093	9/30/19	I68573	201909	600-53800-60096				REPAIR DAMAGED ASPH AREAS	*	2,140.00		
SEMINOLE ASPHALT PAVING INC											2,140.00	000287	
TOTAL FOR BANK B											13,085.00		
TOTAL FOR REGISTER											13,085.00		

LAKA LAKE ASHTON SROSINA

**LAKE ASHTON CDD**  
**FY 2019 CASH RECEIPTS**

	October-18	November-18	December-18	January-19	February-19	March-19
ENTERTAINMENT	\$ 103,946.00	\$ 18,210.00	\$ 5,660.00	\$ 3,245.00	\$ 2,815.00	\$ 3,993.00
BALLROOM RENTAL	\$ 2,200.00	\$ 4,600.00	\$ 3,700.00	\$ 14,050.00	\$ 7,030.00	\$ 4,950.00
BALLROOM RENTAL-DEFERRED	\$ 5,950.00	\$ -	\$ -	\$ 5,875.00	\$ 1,000.00	\$ -
DAMAGE DEPOSITS	\$ 1,000.00	\$ 2,000.00	\$ (500.00)	\$ 1,650.00	\$ (500.00)	\$ 1,500.00
NEWSLETTER INCOME	\$ 19,821.76	\$ 7,312.38	\$ 7,237.89	\$ 8,989.81	\$ 11,877.03	\$ 5,587.31
COFFEE INCOME	\$ 750.00	\$ 300.00	\$ 100.00	\$ 725.00	\$ 250.00	\$ 250.00
CLERICAL	\$ 196.00	\$ 178.25	\$ 157.00	\$ 68.00	\$ 155.00	\$ 223.00
SECURITY FEE	\$ 1,562.50	\$ 1,312.50	\$ 306.25	\$ 625.00	\$ 593.75	\$ 512.50
ENTRANCE GATE OPENERS	\$ 296.00	\$ 444.00	\$ 222.00	\$ 111.00	\$ 148.00	\$ 111.00
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ 32.40	\$ -	\$ 61,311.02
	\$ 135,722.26	\$ 34,357.13	\$ 16,883.14	\$ 35,371.21	\$ 23,368.78	\$ 78,437.83

	April-19	May-19	June-19	July-19	August-19	September-19
ENTERTAINMENT	\$ 4,284.00	\$ 1,931.81	\$ 1,530.00	\$ 2,891.00	\$ 5,436.00	\$ 966.00
ENTERTAINMENT-DEFERRED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,844.00
BALLROOM RENTAL	\$ 4,000.00	\$ 7,550.00	\$ 3,350.00	\$ 2,000.00	\$ 8,300.00	\$ 1,600.00
BALLROOM RENTAL-DEFERRED	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 4,000.00	\$ 8,000.00
DAMAGE DEPOSITS	\$ (500.00)	\$ 3,500.00	\$ 2,000.00	\$ (3,000.00)	\$ 2,500.00	\$ (2,500.00)
NEWSLETTER INCOME	\$ 4,233.31	\$ 7,004.81	\$ 4,819.81	\$ 4,092.31	\$ 5,974.81	\$ 360.00
NEWSLETTER INCOME-DEFERRED	\$ -	\$ -	\$ -	\$ -	\$ 2,221.25	\$ 5,472.50
COFFEE INCOME	\$ 437.50	\$ 687.50	\$ 225.00	\$ 700.00	\$ 375.00	\$ 500.00
COFFEE INCOME-DEFERRED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLERICAL	\$ 279.00	\$ 266.38	\$ 87.00	\$ 460.00	\$ 72.75	\$ 56.00
SECURITY FEE	\$ 300.00	\$ 2,457.50	\$ 1,135.00	\$ 982.50	\$ 1,705.00	\$ 575.00
SECURITY FEE-DEFERRED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENTRANCE GATE OPENERS	\$ 407.00	\$ 259.00	\$ 148.00	\$ 185.00	\$ 259.00	\$ 222.00
INSURANCE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ -	\$ -	\$ 246.00	\$ 25.00	\$ 2,661.63	\$ 200.00
RESTAURANT LEASE	\$ -	\$ -	\$ 930.00	\$ 930.00	\$ 930.00	\$ 930.00
SALES TAX PAYABLE	\$ -	\$ -	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
	\$ 13,440.81	\$ 23,657.00	\$ 14,540.81	\$ 11,085.81	\$ 34,505.44	\$ 23,295.50

FISCAL YEAR 2019 TOTAL	
ENTERTAINMENT FEES	\$ 154,907.81
ENTERTAINMENT FEES-DEFERRED	\$ 6,844.00
BALLROOM RENTAL	\$ 63,330.00
BALLROOM RENTAL-DEFERRED	\$ 26,575.00
DAMAGE DEPOSITS	\$ 7,150.00
NEWSLETTER INCOME	\$ 87,311.23
NEWSLETTER INCOME-DEFERRED	\$ 7,693.75
COFFEE INCOME	\$ 5,300.00
CLERICAL	\$ 2,198.38
SECURITY FEE	\$ 12,067.50
ENTRANCE GATE OPENERS	\$ 2,812.00
MISCELLANEOUS	\$ 64,476.05
RESTAURANT LEASE	\$ 3,720.00
SALES TAX PAYABLE	\$ 280.00
	\$ 444,665.72

**LAKE ASHTON CDD**  
**SEPTEMBER 2019 CASH RECEIPTS**

**ENTERTAINMENT**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/3/2019	888	Riedy	\$ 15.00	Liverpool Live - September 13, 2019
9/4/2019	889	Scheu	\$ 15.00	Liverpool Live - September 13, 2019
9/4/2019	889	Thomas	\$ 45.00	Liverpool Live - September 13, 2019
9/5/2019	890	Tile & Grout Professionals	\$ 35.00	Home Expo - October 25, 2019
9/5/2019	890	Parrish	\$ 15.00	Liverpool Live - September 13, 2019
9/5/2019	890	Perez	\$ 30.00	Liverpool Live - September 13, 2019
9/5/2019	890	Custen	\$ 30.00	Liverpool Live - September 13, 2019
9/5/2019	890	Walker	\$ 36.00	Monster Mash - October 18, 2019
9/5/2019	890	Beaver	\$ 36.00	Monster Mash - October 18, 2019
9/5/2019	890	Brozik	\$ 18.00	Monster Mash - October 18, 2019
9/5/2019	890	Malik	\$ 36.00	Monster Mash - October 18, 2019
9/5/2019	890	Winchester	\$ 72.00	Monster Mash - October 18, 2019
9/5/2019	890	Neigh	\$ 144.00	Monster Mash - October 18, 2019
9/5/2019	890	Beaver	\$ 30.00	Liverpool Live - September 13, 2019 no receipt
9/6/2019	891	Panone	\$ 60.00	Liverpool Live - September 13, 2019
9/6/2019	891	Campbell	\$ 30.00	Liverpool Live - September 13, 2019
9/6/2019	891	Hines	\$ 90.00	Monster Mash - October 18, 2019
9/6/2019	891	Morehouse	\$ 60.00	Liverpool Live - September 13, 2019
9/9/2019	892	Martinez	\$ 45.00	Liverpool Live - September 13, 2019
9/9/2019	892	Daquisto	\$ 72.00	Monster Mash - October 18, 2019
9/9/2019	892	Weber	\$ 36.00	Monster Mash - October 18, 2019
9/9/2019	892	Brecht	\$ 36.00	Monster Mash - October 18, 2019
9/10/2019	893	Vicensaponte	\$ 60.00	Liverpool Live - September 13, 2019
9/10/2019	893	Pladzewicz	\$ 15.00	Liverpool Live - September 13, 2019
9/10/2019	893	Gordon	\$ 30.00	Liverpool Live - September 13, 2019
9/10/2019	893	Costello	\$ 30.00	Liverpool Live - September 13, 2019
9/10/2019	893	Custen	\$ 36.00	Monster Mash - October 18, 2019
9/10/2019	893	Butch	\$ 72.00	Monster Mash - October 18, 2019
9/10/2019	893	Rich	\$ 36.00	Monster Mash - October 18, 2019
9/11/2019	894	Family Elder Law	\$ 4,500.00	2020 Entertainment Sponsorship
9/11/2019	894	Daugherty	\$ 36.00	Monster Mash - October 18, 2019
9/11/2019	894	Brendemuehl	\$ 60.00	Liverpool Live - September 13, 2019
9/11/2019	894	Ellwanger	\$ 30.00	Liverpool Live - September 13, 2019
9/11/2019	894	Franckowiak	\$ 30.00	Liverpool Live - September 13, 2019
9/11/2019	894	Kabos	\$ 15.00	Liverpool Live - September 13, 2019
9/11/2019	894	Thul	\$ 15.00	Liverpool Live - September 13, 2019
9/11/2019	894	Gray	\$ 15.00	Liverpool Live - September 13, 2019
9/12/2019	895	Orchid Cleaning	\$ 35.00	Home Expo - October 25, 2019
9/12/2019	895	Wood	\$ 60.00	Liverpool Live - September 13, 2019
9/16/2019	896	Interlante	\$ 36.00	Monster Mash - October 18, 2019
9/17/2019	897	Daylight Concepts	\$ 35.00	Home Expo - October 25, 2019
9/19/2019	898	Morosky	\$ 54.00	Monster Mash - October 18, 2019
9/19/2019	899	Equity Solar	\$ 35.00	Home Expo - October 25, 2019
9/19/2019	899	Hilton	\$ 36.00	Monster Mash - October 25, 2019
9/23/2019	900	Winfrey	\$ 36.00	Monster Mash - October 25, 2019

**LAKE ASHTON CDD**  
**SEPTEMBER 2019 CASH RECEIPTS**

**ENTERTAINMENT (CONTINUED)**

9/25/2019	902	Unlimited Property Solutions	\$ 35.00	Home Expo - October 25, 2019
9/26/2019	903	Brooks	\$ 36.00	Monster Mash - October 25, 2019
9/27/2019	904	Decker	\$ 36.00	Monster Mash - October 25, 2019
9/30/2019	905	Everything Solar	\$ 35.00	Home Expo - October 25, 2019
9/30/2019	905	Central Window Sales	\$ 35.00	Home Expo - October 25, 2019
9/30/2019	905	Kennedy	\$ 36.00	Monster Mash - October 25, 2019
9/6/2019	CK 28565	Kincaid	\$ 35.00	Home Expo - October 25, 2019
9/6/2019	CK 32614	Ridge Energy Savers	\$ 35.00	Home Expo - October 25, 2019
9/6/2019	CK 8628	Ziegler	\$ 15.00	Liverpool Live - September 13, 2019
9/6/2019	CK 1029	Holmes	\$ 15.00	Liverpool Live - September 13, 2019
9/6/2019	CK 1218	Brooks	\$ 30.00	Liverpool Live - September 13, 2019
9/6/2019	CK 455	Harrison	\$ 72.00	Monster Mash - October 18, 2019
9/6/2019	CK 4806	Cruz	\$ 18.00	Monster Mash - October 18, 2019
9/6/2019	CK 3255	Hynoski	\$ 288.00	Monster Mash - October 18, 2019
9/6/2019	CK 8325	Boruschewutz	\$ 36.00	Monster Mash - October 18, 2019
9/13/2019	CK 4670	Dwyer	\$ 18.00	Monster Mash - October 25, 2019
9/13/2019	CK 273	Fleming	\$ 36.00	Monster Mash - October 25, 2019
9/13/2019	CK 1711	Savala	\$ 60.00	Liverpool Live - September 13, 2019
9/13/2019	CK 2382	Dramatic Design & Décor	\$ 35.00	Home Expo - October 25, 2019
9/13/2019	CK 337	Totten	\$ 36.00	Monster Mash - October 25, 2019
9/13/2019	CK 2133	Hinds	\$ 36.00	Monster Mash - October 25, 2019
9/13/2019	CK 7772	Saint-Sommer	\$ 36.00	Monster Mash - October 25, 2019
9/13/2019	CK 6434	Giebler	\$ 36.00	Monster Mash - October 25, 2019
9/13/2019	CK 2025	Borckardt	\$ 30.00	Liverpool Live - September 13, 2019
9/13/2019	CK 7674	Robinson	\$ 30.00	Liverpool Live - September 13, 2019
9/20/2019	CK 2626	Dornhecker	\$ 15.00	Liverpool Live - September 13, 2019
9/20/2019	CK 1555	Unda	\$ 36.00	Monster Mash - October 25, 2019
9/20/2019	CK 52745	Miller's Central Air	\$ 35.00	Home Expo - October 25, 2019
9/20/2019	CK 583	Prusiecki	\$ 72.00	Monster Mash - October 25, 2019
9/20/2019	CK 2993	Decroes	\$ 72.00	Monster Mash - October 25, 2019
9/20/2019	CK 260	McClure	\$ 36.00	Monster Mash - October 25, 2019
9/20/2019	CK 2403	Wyckoff	\$ 36.00	Monster Mash - October 25, 2019
9/27/2019	CK 2841	Jack Hall Jr's Construction	\$ 35.00	Home Expo - October 25, 2019
9/27/2019	CK 008366	Yauchler Properties	\$ 35.00	Home Expo - October 25, 2019
9/27/2019	CK 13096	Burn's Flooring	\$ 35.00	Home Expo - October 25, 2019
<b>TOTAL</b>			<b>\$ 7,810.00</b>	

**RENTALS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/30/2018	655	Rosa Thomas	\$ 1,000.00	Room Rental - 9/21/19
9/11/2019	894	Kagali	\$ 1,750.00	BR Rental - November 15, 2019
9/13/2019	CK 1179	LA Bingo	\$ 1,600.00	September Rent
9/19/2019	898	Baez	\$ 1,750.00	Baez/Rubio Wedding - January 4, 2020
9/20/2019	CK 100023594061	LWCS	\$ 1,750.00	BR Rental - April 24, 2020 - LWCS Gala
9/26/2019	903	Pruthi	\$ 1,750.00	BR Rental - February 15, 2020
<b>TOTAL</b>			<b>\$ 9,600.00</b>	

**LAKE ASHTON CDD**  
**SEPTEMBER 2019 CASH RECEIPTS**

**NEWSLETTER**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/6/2019	CK 06528191	Edward Jones - Mike Kennedy	\$ 360.00	September LAT Ad
9/6/2019	CK 06528191	Edward Jones - Mike Kennedy	\$ 360.00	October LAT Ad
9/20/2019	CK 50753	United Refrigeration	\$ 275.00	LAT Insert & Ad - October Issue
9/23/2019	900	Dan's City Fan's	\$ 200.00	LAT AD - October Issue
9/24/2019	901	Art's Golf Carts	\$ 360.00	LAT AD - October Issue
9/24/2019	901	Blackburn Interiors	\$ 400.00	LAT AD - October Issue
9/24/2019	901	Florida Dermatology	\$ 350.00	LAT AD - October Issue
9/24/2019	901	Jim's Floor Depot	\$ 200.00	LAT AD - October Issue
9/24/2019	901	MD Construction	\$ 360.00	LAT AD - October Issue
9/24/2019	901	Performance Plus Carts	\$ 360.00	LAT AD - October Issue
9/24/2019	901	ServPro	\$ 212.50	LAT AD - October Issue
9/24/2019	901	Window World of Polk County	\$ 1,170.00	LAT AD - October 2019 - September 2020
9/27/2019	904	Miller's Central Air	\$ 175.00	LAT Insert - October Issue
9/27/2019	904	Family Elder Law	\$ 350.00	LAT AD - October Issue
9/27/2019	904	Brookdale	\$ 175.00	LAT Insert - October Issue
9/27/2019	CK 06551456	Edward Jones - Matt Simpson	\$ 175.00	LAT Insert - October Issue
9/27/2019	CK 1434	Abraham-Tindell	\$ 175.00	LAT Insert - October Issue
9/27/2019	CK 3336	Iceberg AC	\$ 175.00	LAT Insert - October Issue
<b>TOTAL</b>			<b>\$ 5,832.50</b>	

**CLERICAL**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/6/2019	Cash	Cash	\$ 15.00	Directories, Copies, Faxes
9/13/2019	Cash	Cash	\$ 31.00	Directories, Copies, Faxes
9/13/2019	Cash	Cash	\$ 10.00	Directories, Copies, Faxes
<b>TOTAL</b>			<b>\$ 56.00</b>	

**COFFEE**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/6/2019	891	Ligon Marketing - FL Derm.	\$ 100.00	Monday Coffee - September 30, 2019
9/26/2019	903	America's Best Hearing	\$ 100.00	Monday Coffee - October 21, 2019
9/27/2019	904	Morgan Stanley - Matt Grubb	\$ 100.00	Monday Coffee - October 28, 2019
9/27/2019	Cash	Denton	\$ 100.00	Monday Coffee - August 23, 2019
9/27/2019	CK 06551456	Edward Jones - Matt Simpson	\$ 100.00	Monday Coffee - 10/14/2019
<b>TOTAL</b>			<b>\$ 500.00</b>	

**DEPOSITS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/9/2019	892	Molina	\$ (1,000.00)	Molina - 9/7/19 - DD Refund - Minus \$12.50 overages security
9/16/2019	896	Coconato	\$ (1,000.00)	DD Refund - Coconato Wedding - 9/14/19 - Minus \$31.25 overages security
9/23/2019	900	Thomas	\$ (500.00)	Thomas Wedding DD Refund - 9/21/2019 - Minus - \$43.75 overages security
<b>TOTAL</b>			<b>\$ (2,500.00)</b>	

**ENTRANCE GATE OPENERS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/9/2019	892	Weaver	\$ 37.00	Gate Opener #38
9/13/2019	Cash	Beaver	\$ 37.00	Gate Opener # 40045Hind
9/16/2019	896	Brenneman	\$ 37.00	Gate Opener #40046
9/19/2019	898	Norma Haring	\$ 37.00	Gate Opener #40047
9/30/2019	905	Gieger	\$ 74.00	Gate Openers #40048 & 40049
<b>TOTAL</b>			<b>\$ 222.00</b>	

**LAKE ASHTON CDD**  
**SEPTEMBER 2019 CASH RECEIPTS**

**RESTAURANT LEASE/SALES TAXES**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/20/2019	CK 1680	NiNi's At Lake Ashton	\$ 1,000.00	Restaurant Rent - September
<b>TOTAL</b>			<b>\$ 1,000.00</b>	

**SECURITY**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/6/2019	Cash	Oralia Gutierrez	\$ 70.00	Overage In Security - August 31, 2019
9/9/2019	892	Molina	\$ 12.50	Molina - 9/7/19 - DD Refund - Minus \$12.50 overages security
9/16/2019	896	Coconato	\$ 31.25	DD Refund - Coconato Wedding - 9/14/19 - Minus \$31.25 overages security
9/19/2019	898	Jackson	\$ 417.50	Security Fee - Jackson Wedding September 28, 2019
9/23/2019	900	Thomas	\$ 43.75	Thomas Wedding DD Refund - 9/21/2019 - Minus - \$43.75 overages security
<b>TOTAL</b>			<b>\$ 575.00</b>	

**MISCELLANEOUS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
9/6/2019	Cash	Oralia Gutierrez	\$ 200.00	Clean Up - August 31, 2019 Event
<b>TOTAL</b>			<b>\$ 200.00</b>	

<b>TOTAL CASH RECEIPTS - SEPTEMBER 2019</b>			<b>\$ 23,295.50</b>	
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SUMMARY	
ENTERTAINMENT	\$ 966.00
ENTERTAINMENT-DEFERRED	\$ 6,844.00
ROOM RENTALS	\$ 1,600.00
ROOM RENTALS-DEFERRED	\$ 8,000.00
NEWSLETTER	\$ 360.00
NEWSLETTER-DEFERRED	\$ 5,472.50
CLERICAL	\$ 56.00
COFFEE	\$ 500.00
DEPOSITS	\$ (2,500.00)
ENTRANCE GATE OPENER	\$ 222.00
RESTAURANT/SALES TAXES	\$ 1,000.00
SECURITY	\$ 575.00
MISCELLANEOUS	\$ 200.00
<b>TOTAL</b>	<b>\$ 23,295.50</b>

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts  
Fiscal Year Ending September 30, 2019

Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	O&M		Debt		Commissions Paid	Property Appraiser	Net Amount Received	\$1,690,408.26	\$453,343.65	\$53,043.42	\$506,387.07
						Discounts/ Penalties	Discounts/ Penalties	General Fund 100.00%	2015-1 Debt Svc Fund 89.525%				2015-2 Debt Svc Fund 10.475%	Debt Total 100%		
11/14/2018	10/01/18-10/31/18	\$ 1,714.41	\$ -	\$ -	\$ -	\$ 68.58	\$ -	\$ 32.92	\$ -	\$ -	\$ 1,612.91	\$ 1,612.91	\$ -	\$ -	\$ -	\$ -
11/20/2018	06/01/18-10/31/18	\$ 26,617.65	\$ -	\$ 9,016.16	\$ -	\$ 1,403.73	\$ 476.16	\$ 675.08	\$ -	\$ -	\$ 33,078.84	\$ 24,694.46	\$ 7,506.13	\$ 878.25	\$ 8,384.39	
11/23/2018	11/01/18-11/04/18	\$ 24,001.74	\$ -	\$ 8,564.24	\$ -	\$ 960.12	\$ 342.57	\$ 625.26	\$ -	\$ -	\$ 30,638.03	\$ 22,560.49	\$ 7,231.43	\$ 846.11	\$ 8,077.54	
11/30/2018	11/05/18-11/11/18	\$ 303,798.09	\$ -	\$ 72,740.32	\$ -	\$ 12,148.93	\$ 2,907.96	\$ 7,229.63	\$ -	\$ -	\$ 354,251.89	\$ 286,086.04	\$ 61,025.56	\$ 7,140.29	\$ 68,165.85	
12/11/2018	11/12/18-11/21/18	\$ 434,057.24	\$ -	\$ 124,992.97	\$ -	\$ 17,312.39	\$ 4,971.36	\$ 10,735.33	\$ -	\$ -	\$ 526,031.13	\$ 408,484.14	\$ 105,234.09	\$ 12,312.90	\$ 117,546.99	
12/27/2018	11/22/18-11/30/18	\$ 685,782.71	\$ -	\$ 215,517.99	\$ -	\$ 27,389.31	\$ 8,603.13	\$ 17,306.17	\$ -	\$ -	\$ 848,002.09	\$ 645,076.51	\$ 181,669.38	\$ 21,256.20	\$ 202,925.59	
1/14/2019	12/01/18-12/31/18	\$ 72,331.73	\$ -	\$ 25,152.20	\$ -	\$ 2,191.02	\$ 752.40	\$ 1,890.81	\$ -	\$ -	\$ 92,649.70	\$ 68,685.75	\$ 21,453.75	\$ 2,510.19	\$ 23,963.95	
1/31/2019	INTEREST	\$ -	\$ 1,929.68	\$ -	\$ 566.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,496.59	\$ 1,929.68	\$ 507.53	\$ 59.38	\$ 566.91	
2/15/2019	01/01/19-01/31/19	\$ 39,431.43	\$ -	\$ 11,693.82	\$ -	\$ 788.67	\$ 233.90	\$ 1,002.06	\$ -	\$ -	\$ 49,100.62	\$ 37,871.68	\$ 10,052.72	\$ 1,176.22	\$ 11,228.93	
3/15/2019	02/01/19-02/28/19	\$ 10,633.97	\$ -	\$ 5,419.41	\$ -	\$ 102.85	\$ 52.65	\$ 317.96	\$ -	\$ -	\$ 15,579.92	\$ 10,286.46	\$ 4,738.98	\$ 554.48	\$ 5,293.47	
4/15/2019	03/01/19-03/31/19	\$ 84,747.18	\$ -	\$ 31,081.79	\$ -	\$ 68.58	\$ -	\$ 2,315.21	\$ -	\$ -	\$ 113,445.18	\$ 82,897.07	\$ 27,348.23	\$ 3,199.88	\$ 30,548.11	
4/26/2019	INTEREST	\$ -	\$ 131.64	\$ -	\$ 47.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178.76	\$ 131.64	\$ 42.18	\$ 4.94	\$ 47.12	
5/15/2019	04/01/19-04/30/19	\$ 5,577.70	\$ -	\$ 1,442.34	\$ -	\$ (102.86)	\$ (22.98)	\$ 142.92	\$ -	\$ -	\$ 7,002.96	\$ 5,570.59	\$ 1,282.34	\$ 150.04	\$ 1,432.38	
6/18/2019	06/01/19-06/01/19	\$ 1,714.41	\$ -	\$ 765.82	\$ -	\$ (77.15)	\$ (34.46)	\$ 51.84	\$ -	\$ -	\$ 2,540.00	\$ 1,751.67	\$ 705.75	\$ 82.58	\$ 788.33	
7/25/2019	INTEREST	\$ -	\$ 22.97	\$ -	\$ 7.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.09	\$ 22.97	\$ 6.37	\$ 0.75	\$ 7.12	
8/7/2019	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,376.48	\$ -	\$ -	\$ (24,376.48)	\$ (19,369.08)	\$ (4,482.88)	\$ (524.52)	\$ (5,007.40)	
		\$ 1,690,408.26	\$ 2,084.29	\$ 506,387.06	\$ 621.15	\$ 62,254.17	\$ 18,282.69	\$ 66,701.65	\$ -	\$ -	\$ 2,052,262.25	\$ 1,578,292.99	\$ 424,321.57	\$ 49,647.69	\$ 473,969.26	
BALANCE REMAINING		\$0.00		\$0.01												

Gross Percent Collected	100.00%
Balance Due	\$0.01

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
September 30, 2019

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Reserve	
<b>ASSETS:</b>				
Cash-Wells Fargo	\$227,820	---	\$37,639	\$265,458
Due from Other Funds	\$8,571	---	---	\$8,571
Investment - State Board	\$258,270	---	---	\$258,270
Investment - State Board Capital Reserve	---	---	\$261,919	\$261,919
Investments:				
<i>Series 2015</i>				
Reserve A	---	\$232,063	---	\$232,063
Interest A	---	\$2	---	\$2
Revenue A	---	\$134,744	---	\$134,744
Prepayment A-1	---	\$70,492	---	\$70,492
Prepayment A-2	---	\$22,487	---	\$22,487
Prepaid Expenses	\$39,544	---	---	\$39,544
<b>TOTAL ASSETS</b>	<u>\$534,205</u>	<u>\$459,788</u>	<u>\$299,557</u>	<u>\$1,293,550</u>
<b>LIABILITIES:</b>				
Accounts Payable	\$31,634	---	\$13,715	\$45,349
Due to Other Funds	---	\$8,571	---	\$8,571
Sales Tax Payable	\$280	---	---	\$280
Deposits-Restaurant	\$6,000	---	---	\$6,000
Deposits-Room Rentals	\$3,475	---	---	\$3,475
Deferred Revenue	\$41,038	---	---	\$41,038
<b>TOTAL LIABILITIES</b>	<u>\$82,427</u>	<u>\$8,571</u>	<u>\$13,715</u>	<u>\$104,713</u>
<b>FUND BALANCES:</b>				
Nonspendable:				
Deposits and prepaid items	\$39,544	---	---	\$39,544
Restricted:				
Debt Service	---	\$451,216	---	\$451,216
Assigned:				
Capital Reserve	---	---	\$285,842	\$285,842
Unassigned	\$412,234	---	---	\$412,234
<b>TOTAL FUND BALANCES</b>	<u>\$451,778</u>	<u>\$451,216</u>	<u>\$285,842</u>	<u>\$1,188,837</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u>\$534,205</u>	<u>\$459,788</u>	<u>\$299,557</u>	<u>\$1,293,550</u>

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

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments - Levy <sup>(1)</sup>	\$1,572,079	\$1,572,079	\$1,578,293	\$6,214
Rental Income	\$50,000	\$50,000	\$61,455	\$11,455
Entertainment Fees	\$130,000	\$130,000	\$155,770	\$25,770
Newsletter Ad Revenue	\$55,000	\$55,000	\$87,036	\$32,036
Interest Income	\$1,000	\$1,000	\$15,292	\$14,292
Miscellaneous Income	\$5,000	\$5,000	\$26,540	\$21,540
Restaurant Lease	\$0	\$0	\$3,720	\$3,720
Insurance Proceeds	\$0	\$0	\$61,190	\$61,190
<b>TOTAL REVENUES</b>	<b><u>\$1,813,079</u></b>	<b><u>\$1,813,079</u></b>	<b><u>\$1,989,296</u></b>	<b><u>\$176,217</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$3,000	\$3,000	\$4,400	(\$1,400)
FICA Expense	\$230	\$230	\$337	(\$108)
Engineering	\$15,000	\$15,000	\$29,413	(\$14,413)
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$1,000	\$1,500	(\$500)
Attorney	\$25,000	\$25,000	\$47,801	(\$22,801)
Annual Audit	\$4,223	\$4,223	\$4,200	\$23
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$58,482	\$58,482	\$58,482	\$0
Computer Time	\$1,000	\$1,000	\$1,000	\$0
Postage	\$3,500	\$3,500	\$3,172	\$328
Printing & Binding	\$1,350	\$1,350	\$1,718	(\$368)
Newsletter Printing	\$35,000	\$35,000	\$39,308	(\$4,308)
Rentals & Leases	\$5,000	\$5,000	\$5,161	(\$161)
Insurance	\$40,411	\$40,411	\$36,737	\$3,674
Legal Advertising	\$500	\$500	\$1,099	(\$599)
Other Current Charges	\$1,250	\$1,250	\$1,369	(\$119)
Contingency-Golf Course	\$0	\$0	\$51,527	(\$51,527)
Property Taxes	\$12,500	\$12,500	\$13,180	(\$680)
Office Supplies	\$100	\$100	\$77	\$23
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b><u>\$212,631</u></b>	<b><u>\$212,631</u></b>	<b><u>\$305,565</u></b>	<b><u>(\$92,935)</u></b>

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

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b>Field:</b>				
Field Management Services	\$332,000	\$332,000	\$322,240	\$9,760
Gate Attendants	\$209,457	\$209,457	\$208,623	\$835
Pool Attendants	\$12,495	\$12,495	\$6,689	\$5,806
Pest Control	\$1,800	\$1,800	\$1,353	\$447
Security/Fire Alarm/Gate Repairs	\$5,100	\$5,100	\$9,914	(\$4,814)
Telephone/Internet	\$13,600	\$13,600	\$13,954	(\$354)
Electric	\$216,000	\$216,000	\$198,116	\$17,884
Water	\$12,000	\$12,000	\$18,018	(\$6,018)
Gas	\$17,000	\$17,000	\$21,755	(\$4,755)
Refuse	\$10,000	\$10,000	\$10,544	(\$544)
Clubhouse Maintenance	\$110,000	\$110,000	\$106,806	\$3,194
Pool and Fountain Maintenance	\$20,000	\$20,000	\$23,577	(\$3,577)
Landscape Maintenance	\$176,007	\$176,007	\$177,961	(\$1,955)
Plant Replacement	\$7,000	\$7,000	\$7,213	(\$213)
Irrigation Repairs	\$3,500	\$3,500	\$0	\$3,500
Lake Maintenance	\$18,540	\$18,540	\$18,540	\$0
Wetland Mitigation and Maintenance	\$34,800	\$34,800	\$32,000	\$2,800
Permits/Inspections	\$1,500	\$1,500	\$2,910	(\$1,410)
Office Supplies/Printing/Binding	\$5,000	\$5,000	\$4,962	\$38
Operating Supplies	\$25,000	\$25,000	\$17,529	\$7,471
Credit Card Processing Fees	\$3,500	\$3,500	\$3,832	(\$332)
Dues & Subscriptions	\$8,500	\$8,500	\$11,205	(\$2,705)
Decorations	\$2,000	\$2,000	\$303	\$1,697
Special Events	\$130,000	\$130,000	\$133,456	(\$3,456)
Storm Damage	\$0	\$0	\$2,016	(\$2,016)
<b>TOTAL FIELD</b>	<b><u>\$1,374,799</u></b>	<b><u>\$1,374,799</u></b>	<b><u>\$1,353,515</u></b>	<b><u>\$21,284</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>\$1,587,429</u></b>	<b><u>\$1,587,429</u></b>	<b><u>\$1,659,080</u></b>	<b><u>(\$71,651)</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>\$225,650</u></b>	<b><u>\$225,650</u></b>	<b><u>\$330,216</u></b>	<b><u>\$104,566</u></b>
<b>OTHER FINANCING SOURCES/(USES)</b>				
Capital Reserve-Transfer Out	(\$225,650)	(\$225,650)	(\$225,650)	(\$0)
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>(\$225,650)</u></b>	<b><u>(\$225,650)</u></b>	<b><u>(\$225,650)</u></b>	<b><u>(\$0)</u></b>
<b>Net change in fund balance</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$104,566</u></b>	<b><u>\$104,566</u></b>
FUND BALANCE - Beginning	\$0		\$347,212	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$451,778</u></b>	

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

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS RESERVE FUND**  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b>REVENUES:</b>				
Interest Income	\$100	\$100	\$8,192	\$8,092
Capital Reserve-Transfer In FY 19	\$225,650	\$225,650	\$225,650	\$0
<b>TOTAL REVENUES</b>	<b><u>\$225,750</u></b>	<b><u>\$225,750</u></b>	<b><u>\$233,842</u></b>	<b><u>\$8,092</u></b>
<b>EXPENDITURES:</b>				
Capital Projects:				
Sand Filtration System for Pool	\$25,000	\$25,000	\$0	\$25,000
Pool Heaters (2)	\$20,000	\$20,000	\$14,914	\$5,086
Pool Tile Replacement	\$15,000	\$15,000	\$0	\$15,000
Activities Desk Upgrade	\$8,000	\$8,000	\$11,872	(\$3,872)
Clubhouse & Gate House Camera System Upgrades	\$6,000	\$6,000	\$413	\$5,587
Door Replacement	\$5,000	\$5,000	\$0	\$5,000
Indoor Furniture	\$10,000	\$10,000	\$5,949	\$4,051
Outdoor Furniture	\$5,000	\$5,000	\$3,067	\$1,933
Bocce Ball Court Refurbishment	\$10,000	\$10,000	\$12,272	(\$2,272)
Clubhouse Lawn Lighting (Front of Clubhouse)	\$15,000	\$15,000	\$9,723	\$5,277
HVAC	\$31,000	\$31,000	\$13,242	\$17,759
Ice Machine Replacement - Clubhouse Fitness Center Restroom Area	\$9,000	\$9,000	\$5,502	\$3,498
Pavement Management	\$165,000	\$165,000	\$2,140	\$162,860
Restaurant Equipment Allowance	\$15,000	\$15,000	\$15,181	(\$181)
Ballroom Sound Equipment	\$7,000	\$7,000	\$0	\$7,000
Stormwater Management	\$25,000	\$25,000	\$169,699	(\$144,699)
Other Current Charges	\$500	\$500	\$258	\$242
<b>TOTAL EXPENDITURES</b>	<b><u>\$371,500</u></b>	<b><u>\$371,500</u></b>	<b><u>\$264,232</u></b>	<b><u>\$107,268</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$145,750)</u></b>	<b><u>(\$145,750)</u></b>	<b><u>(\$30,390)</u></b>	<b><u>\$115,360</u></b>
Net change in fund balance	<b><u>(\$145,750)</u></b>	<b><u>(\$145,750)</u></b>	<b><u>(\$30,390)</u></b>	<b><u>\$115,360</u></b>
FUND BALANCE - Beginning	\$317,610		\$316,233	
FUND BALANCE - Ending	<b><u>\$171,860</u></b>		<b><u>\$285,842</u></b>	

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2015**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$1,195	\$1,195
Assessments - Levy	\$472,609	\$472,609	\$473,969	\$1,360
Assessments - Prepayments A-1	\$0	\$0	\$73,563	\$73,563
Assessments - Prepayments A-2	\$0	\$0	\$20,694	\$20,694
<b>TOTAL REVENUES</b>	<b><u>\$472,609</u></b>	<b><u>\$472,609</u></b>	<b><u>\$569,422</u></b>	<b><u>\$96,813</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2015A-1</u></b>				
Interest - 11/01	\$104,750	\$104,750	\$104,750	\$0
Interest - 5/01	\$104,750	\$104,750	\$103,875	\$875
Principal - 5/01	\$210,000	\$210,000	\$210,000	\$0
Special Call - 11/01	\$5,000	\$5,000	\$35,000	(\$30,000)
Special Call - 05/01	\$0	\$0	\$20,000	(\$20,000)
<b><u>Series 2015A-2</u></b>				
Interest - 11/01	\$14,500	\$14,500	\$14,500	\$0
Interest - 5/01	\$14,500	\$14,500	\$14,375	\$125
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 11/01	\$0	\$0	\$5,000	(\$5,000)
Special Call - 5/01	\$0	\$0	\$5,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b><u>\$473,500</u></b>	<b><u>\$473,500</u></b>	<b><u>\$532,500</u></b>	<b><u>(\$59,000)</u></b>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$891)</u>	<u>(\$891)</u>	<u>\$36,922</u>	<u>\$37,813</u>
Net change in fund balance	<u>(\$891)</u>	<u>(\$891)</u>	<u>\$36,922</u>	<u>\$37,813</u>
FUND BALANCE - Beginning	\$141,984		\$414,295	
FUND BALANCE - Ending	<u>\$141,093</u>		<u>\$451,216</u>	

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT  
Long Term Debt Report  
FY 2019**

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/2025	\$1,690,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/2032	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2018		\$4,190,000.00
	November 1, 2018 (Special Call)	(\$35,000.00)
	May 1, 2019 (Mandatory)	(\$210,000.00)
	May 1, 2019 (Special Call)	(\$20,000.00)
<b>Current Bonds Outstanding</b>		<b>\$3,925,000.00</b>

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/2025	\$145,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/2037	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2018		\$580,000.00
	November 1, 2018 (Special Call)	(\$5,000.00)
	May 1, 2019 (Mandatory)	(\$20,000.00)
	May 1, 2019 (Special Call)	(\$5,000.00)
<b>Current Bonds Outstanding</b>		<b>\$550,000.00</b>

<b>Total Current Bonds Outstanding</b>		<b>\$4,475,000.00</b>
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**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2019

	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	TOTAL
<i>Revenues</i>													
Maintenance Assessments	\$0	\$334,959	\$1,053,578	\$70,617	\$37,872	\$10,287	\$83,030	\$5,571	\$1,752	\$23	(\$19,396)	\$0	\$1,578,293
Rental Income	\$2,200	\$4,600	\$3,700	\$13,175	\$5,030	\$4,950	\$4,000	\$7,550	\$3,350	\$2,000	\$8,300	\$2,600	\$61,455
Entertainment Fees	\$103,946	\$17,960	\$5,723	\$4,745	\$2,815	\$3,993	\$4,284	\$1,932	\$1,080	\$2,891	\$5,436	\$966	\$155,770
Newsletter Ad Revenue	\$19,822	\$7,312	\$7,238	\$8,990	\$11,602	\$5,587	\$4,233	\$7,005	\$4,820	\$4,092	\$5,975	\$360	\$87,036
Interest Income	\$494	\$340	\$333	\$348	\$1,593	\$2,448	\$2,113	\$2,102	\$1,799	\$1,614	\$1,254	\$855	\$15,292
Miscellaneous Income	\$2,805	\$2,260	\$854	\$1,561	\$1,109	\$1,097	\$1,442	\$4,520	\$1,913	\$2,353	\$5,073	\$1,553	\$26,540
Restaurant Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$930	\$930	\$930	\$930	\$3,720
Insurance Proceeds	\$0	\$0	\$0	\$0	\$0	\$61,190	\$0	\$0	\$0	\$0	\$0	\$0	\$61,190
<b>Total Revenues</b>	<b>\$129,266</b>	<b>\$367,432</b>	<b>\$1,071,425</b>	<b>\$99,436</b>	<b>\$60,021</b>	<b>\$89,551</b>	<b>\$99,102</b>	<b>\$28,680</b>	<b>\$15,643</b>	<b>\$13,903</b>	<b>\$7,572</b>	<b>\$7,264</b>	<b>\$1,989,296</b>
<i>ADMINISTRATIVE:</i>													
Supervisor Fees	\$500	\$250	\$350	\$400	\$200	\$600	\$200	\$550	\$200	\$550	\$400	\$200	\$4,400
FICA Expense	\$38	\$19	\$27	\$31	\$15	\$46	\$15	\$42	\$15	\$42	\$31	\$15	\$337
Engineering	\$2,350	\$0	\$6,108	\$3,280	\$2,340	\$3,665	\$1,410	\$470	\$0	\$705	\$9,085	\$0	\$29,413
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$600
Dissemination	\$383	\$83	\$83	\$83	\$83	\$83	\$83	\$183	\$83	\$183	\$83	\$83	\$1,500
Attorney	\$7,792	\$3,525	\$4,570	\$9,122	\$7,529	\$4,781	\$1,922	\$1,649	\$135	\$2,432	\$1,011	\$3,333	\$47,801
Consulting Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200	\$0	\$0	\$0	\$0	\$4,200
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$4,310
Management Fees	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$58,482
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$135	\$556	\$111	\$228	\$177	\$221	\$167	\$176	\$375	\$606	\$118	\$302	\$3,172
Printing & Binding	\$165	\$157	\$116	\$175	\$138	\$142	\$144	\$163	\$84	\$241	\$96	\$98	\$1,718
Newsletter Printing	\$3,284	\$3,284	\$3,289	\$3,511	\$3,332	\$3,177	\$3,332	\$3,276	\$6,922	\$3,040	\$0	\$2,860	\$39,308
Rentals & Leases	\$699	\$187	\$187	\$1,371	\$216	\$1,187	\$163	\$0	\$163	\$325	(\$212)	\$877	\$5,161
Insurance	\$36,737	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,737
Legal Advertising	\$0	\$65	\$189	\$0	\$30	\$112	\$0	\$72	\$350	\$122	\$0	\$160	\$1,099
Other Current Charges	\$99	\$136	\$154	\$0	\$0	\$0	\$97	\$107	\$300	\$175	\$125	\$174	\$1,369
Contingency-Golf Course	\$0	\$2,500	\$0	\$1,250	\$1,250	\$1,250	\$5,143	\$7,778	\$26,616	\$5,125	\$594	\$23	\$51,527
Property Taxes	\$0	\$13,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,180
Office Supplies	\$13	\$15	\$3	\$8	\$7	\$6	\$10	\$9	\$7	\$0	\$0	\$0	\$77
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$57,328</b>	<b>\$28,914</b>	<b>\$20,142</b>	<b>\$24,416</b>	<b>\$20,275</b>	<b>\$20,226</b>	<b>\$21,952</b>	<b>\$23,633</b>	<b>\$40,208</b>	<b>\$18,503</b>	<b>\$16,887</b>	<b>\$13,082</b>	<b>\$305,565</b>

**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2019

	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	TOTAL
<b>Field:</b>													
Field Management Services	\$23,080	\$35,266	\$24,175	\$23,317	\$28,520	\$28,129	\$27,496	\$35,122	\$25,197	\$24,326	\$25,528	\$22,085	\$322,240
Gate Attendants	\$17,921	\$17,614	\$18,397	\$18,320	\$16,214	\$16,116	\$17,010	\$17,621	\$17,010	\$17,621	\$17,726	\$17,054	\$208,623
Pool Attendants	\$0	\$0	\$878	\$864	\$729	\$824	\$675	\$1,542	\$1,178	\$0	\$0	\$0	\$6,689
Pest Control	\$123	\$123	\$123	\$123	\$0	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$1,353
Security/Fire Alarm/Gate Repairs	\$704	\$1,710	\$298	\$0	\$363	\$382	\$391	\$826	\$2,616	\$0	\$158	\$2,467	\$9,914
Telephone/Internet	\$1,213	\$1,079	\$1,149	\$981	\$1,152	\$1,529	\$1,094	\$1,458	\$1,109	\$1,012	\$1,097	\$1,080	\$13,954
Electric	\$17,236	\$17,144	\$17,657	\$16,125	\$16,073	\$15,972	\$15,189	\$15,410	\$16,929	\$16,837	\$16,814	\$16,730	\$198,116
Water	\$1,010	\$1,293	\$1,177	\$1,214	\$1,315	\$1,029	\$1,167	\$1,220	\$1,240	\$1,870	\$1,941	\$3,542	\$18,018
Gas	\$709	\$2,094	\$4,545	\$4,864	\$2,426	\$2,903	\$1,880	\$743	\$120	\$567	\$330	\$575	\$21,755
Refuse	\$775	\$882	\$1,379	\$388	\$868	\$876	\$876	\$909	\$889	\$901	\$901	\$901	\$10,544
Clubhouse Maintenance	\$5,050	\$8,399	\$8,911	\$7,944	\$7,112	\$7,701	\$16,194	\$9,773	\$9,171	\$12,858	\$7,889	\$5,803	\$106,806
Pool and Fountain Maintenance	\$1,490	\$1,490	\$1,565	\$2,034	\$1,571	\$2,336	\$1,746	\$1,546	\$3,941	\$1,496	\$2,866	\$1,496	\$23,577
Landscape Maintenance	\$14,667	\$14,667	\$14,667	\$14,667	\$14,667	\$16,401	\$14,667	\$14,200	\$14,276	\$17,290	\$13,667	\$14,124	\$177,961
Plant Replacement	\$3,740	\$1,114	\$0	\$0	\$0	\$275	\$234	\$0	\$1,850	\$0	\$0	\$0	\$7,213
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	\$1,545	\$4,345	\$1,545	\$1,545	\$1,545	\$21,340
Wetland Mitigation and Maintenance	\$0	\$0	\$0	\$7,300	\$0	\$7,300	\$0	\$0	\$7,300	\$0	\$0	\$7,300	\$29,200
Permits/Inspections	\$0	\$0	\$0	\$462	\$0	\$1,442	\$0	\$0	\$420	\$0	\$0	\$586	\$2,910
Office Supplies/Printing/Binding	\$163	\$509	\$901	\$479	\$799	\$322	\$152	\$203	\$145	\$812	\$217	\$261	\$4,962
Operating Supplies	\$1,102	\$1,060	\$1,228	\$1,226	\$2,423	\$1,199	\$2,006	\$1,395	\$1,069	\$1,838	\$2,424	\$560	\$17,529
Credit Card Processing Fees	\$191	\$1,590	\$287	\$252	\$225	\$215	\$209	\$110	\$145	\$165	\$87	\$355	\$3,832
Dues & Subscriptions	\$445	\$255	\$998	\$521	\$492	\$318	\$97	\$3,694	\$2,936	\$1,052	\$397	\$0	\$11,205
Decorations	\$0	\$0	\$303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$303
Special Events	\$8,168	\$125	\$9,860	\$38,147	\$10,895	\$34,544	\$14,071	\$5,074	\$1,797	\$3,793	\$2,767	\$4,215	\$133,456
Storm Damage	\$0	\$0	\$2,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,016
<b>TOTAL FIELD</b>	<b>\$99,332</b>	<b>\$107,959</b>	<b>\$112,057</b>	<b>\$140,774</b>	<b>\$107,389</b>	<b>\$141,478</b>	<b>\$116,822</b>	<b>\$112,515</b>	<b>\$113,805</b>	<b>\$104,105</b>	<b>\$96,477</b>	<b>\$100,802</b>	<b>\$1,353,515</b>
<b>OTHER FINANCING SOURCES/(USES)</b>													
Capital Reserve-Transfer Out	\$0	\$0	\$0	\$0	(\$225,650)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$225,650)
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$225,650)</b>	<b>\$0</b>	<b>(\$225,650)</b>						
<b>Subtotal Operating Expenses</b>	<b>\$156,660</b>	<b>\$136,873</b>	<b>\$132,199</b>	<b>\$165,190</b>	<b>\$353,314</b>	<b>\$161,705</b>	<b>\$138,774</b>	<b>\$136,148</b>	<b>\$154,013</b>	<b>\$122,608</b>	<b>\$113,364</b>	<b>\$113,884</b>	<b>\$1,884,731</b>
Excess Revenues (Expenditures)	(\$27,394)	\$230,559	\$939,227	(\$65,754)	(\$293,293)	(\$72,153)	(\$39,672)	(\$107,468)	(\$138,370)	(\$108,705)	(\$105,792)	(\$106,620)	\$104,566