

Lake Ashton

Community Development District

http://lakeashtoncdd.com/

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

April 20, 2020

Lake Ashton

Community Development District

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April 13, 2020

Board of Supervisors Lake Ashton Community Development District

Dear Board Members:

A communications media technology meeting of the Board of Supervisors of the Lake Ashton Community Development District will be held on April 20, 2020 at 10:30 a.m. In accordance with Office of the Governor, Executive Order 20-69 (Emergency Management - COVID-19 - Local Government Public Meetings), authorizing the use of communications media technology, such as telephonic conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information: from your computer, tablet or smartphone go to https://zoom.us/j/106500034 or by dialing 1-301-715-8592 or 1-253-215-8782 and I.D. Number: 106 500 034 and are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com or by telephone by calling (407) 841-5524. Following is the advance agenda for the meeting:

- 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 February 10, 2020 and February 28, 2020 Meetings
- 5. Public Hearing Adopting Golf User Fees
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of Resolution #2020-04 Adopting Golf User Fees
 - D. Motion to Close the Public Hearing
- 6. Engineer's Report
 - A. Discussion and Consideration of Stormwater Repair at Dunmore and Mulligan (quotes to be circulated under separate cover)
- 7. Unfinished Business
 - A. Consideration of Flooring Quote from Mohawk (\$47,796.53)
- 8. New Business
 - A. Discussion and Consideration of Staffing Amenity Facility while it Remains Closed
- 9. Monthly Reports
 - A. Attorney Update on Status of Nini's Lease Agreement
 - B. Community Director Monthly Report
 - C. Field Operations Manager Monthly Report
 - D. CDD Manager
- 10. Financial Reports
 - A. Approval of Check Run Summary
 - B. Combined Balance Sheet
- 11. Public Comments
- 12. Supervisor Requests/Supervisor Open Discussion
 - A. Discussion of Fiscal Year 2021 Budget Workshop Date (requested by Supervisor Costello)
- 13. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <u>http://lakeashtoncdd.com/</u>.

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, February 10, 2020 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 Borden Deane Robert Plummer Bob Ference Harry Krumrie

Also present:

Jillian Burns Andrew d'Adesky Jan Carpenter Alan Rayl Christine Wells Matt Fisher Bob Zelazny Shirley Goldstein Numerous Residents Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary

District Manager District Counsel District Counsel District Engineer Community Director Field Operations Manager Lake Ashton II CDD Resident/ Victory Ridge Academy Board

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: We need a motion to approve the meeting agenda.

Ms. Burns: I had one item, as well. I circulated last night a policy that was adopted by Lake Ashton II on Friday that they wanted to put before this Board. If the Board is ok with it, if we could do that as the first item after public comments that way if there is no issues or concerns they had continued their meeting in case there was. That way we can just let them go if it is not needed. If we could do that item first, that would be great. Mr. Plummer: Also I would like to add, and I am not exactly sure where this goes in the agenda, but a piece of equipment at the bowling alley needs, and I was presented a quote. I have that with me today.

Ms. Burns: We could put that under new business.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the meeting agenda with the indicated change was approved.

THIRD 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: Do we have any public comments?

Ms. Burns: I do not.

Mr. Costello: Let's go to the amenities policy. We wanted to put that first.

Ms. Burns: This is just related to the golf course. These are golf course policies. They are not adopted rules. They haven't been adopted through a rule hearing, but these were some policies that were approved by the Lake Ashton II Board on Friday that they wanted circulated to residents that had two issues as far as use of the golf course by nongolfers and some other issues, as well. Those have been circulated to everybody. They would like them to be circulated as part of a blast and then posted on the website.

Mr. Plummer: Are we going to do that prior to the approval of the minutes?

Ms. Burns: It doesn't matter. We don't have to do the minutes first if you guys want to do this.

Mr. Costello: The only thing on this is Mr. Zelazny, in talking to him this morning, he did put in some changes. Bob, do you want to come up and specify the changes?

Mr. Zelazny: They weren't significant changes. What I wanted to clarify is something Jillian said. One of the policies that are presented are associated with the golf course itself and those do not require any vote from your Board. The ones that do require a vote are the ones that deal with the general amenities; that being the ponds, the cart paths and golf cart registration. Those three are joint amenities that need to be looked at between both Boards. I am available to answer any questions you have as the way our Board made the decision in what we wrote. If the Board has any questions.

Lake Ashton CDD

Ms. Carpenter: Any questions for Bob? I will go through these. We received a draft of these a couple weeks ago and a revised version. If and when these ever came up we may have some questions or concerns, but at this point Lake Ashton II, the west side, is the manager of the golf course and all of these policies relate to the management of the golf course, golfing, and handling of the golf course. It is really all under their control. Because they are managing, you really don't have to have any formal vote of these. These are all related to management of the golf course. It is our view that you don't really need to approve these. They can blast them. They can put these out there as management of the golf course because if effects the golf and the play.

Mr. Costello: So as far as the operators of the golf course you are saying this is within their jurisdiction more or less to make these changes without us having to approve it.

Ms. Carpenter: Yes. We would suggest that they talk about as related to the golf course because there are other things that they are talking about, like the ponds and golf cart paths, but those are all related to the golf course play. Anything that needs to go into the policies we can deal with if we need to do something specific.

Mr. Costello: Anything as far as the cart paths maintenance, pond maintenance and all that, well that is all included in the rental agreement at any rate, isn't it?

Ms. Carpenter: Yes. The Board wouldn't have any objection as the manager of the course, I guess it was adopted Friday by the West side to run the golf course. I don't see any objection unless anyone objects, but there is really no approval needed. This is not a formal rulemaking or a formal policy. Is that okay? Do I see heads shaking? Jill, I believe that works for Lake Ashton II and their concerns.

Ms. Burns: The Lake Ashton II Board continued their meeting in case there were any issues by this Board that came up as a result. Since there doesn't appear to be any, I just want to state for the record there is no reason to hold that Lake Ashton II continued meeting unless any of you have anything else you can consider that meeting cancelled.

Mr. Costello: Do you have comments that you would like to make, Bob?

Mr. Zelazny: No, if you agree that we control what goes on in the ponds and the cart paths, then that is fine.

Ms. Carpenter: Everything within the golf course you are under the management agreement, the lease agreement with the CDD, so you have control of that correct.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the January 13, 2020 Meeting

Mr. Deane: If there are no changes I make a motion to approve the minutes.

Mr. Ference: Second.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the Minutes of the January 13, 2020 Meeting were approved.

FIFTH ORDER OF BUSINESS Engineers Report

A. Consideration of Quotes to Repair the Control Structure at the Pond between Limerick Drive and Dunmore Drive

Mr. Costello: I would like to welcome Alan Rayl as our new engineer. I know I had been with him one day last week I believe it was and we looked at different things. Do you have anything for us this morning?

Mr. Rayl: Yes, thank you to the Board for engaging our firm to assist you. Before I go to those A and B items, I have some other things that came up and they kind of tie into those, as well. One, we have been looking at the flooding issue at Mulligan and Dunmore. I have evaluated most of the information that was done previously. I think there is a report done by Atkins we haven't seen yet. We have done some evaluations that I don't believe the previous solution is the best solution for the Board to consider. It was pretty intensive with construction efforts with installation of a lot of new piping that I don't believe will be needed at all. Our plan is to have a full solution developed for you for your next meeting that you can consider and we can present for you to evaluate that should address all the issues going off that intersection with stormwater flooding.

Mr. Plummer: If we receive the information at the March meeting and we decide to go with the proposal that you present, what is the timeline to get it completed?

Mr. Costello: I think what Bob is trying to say is we realize the fact that come June, that is the beginning of the rainy season. I believe we do want to eliminate the problem that we have had there prior to that.

Mr. Rayl: We should have plenty of time to get some quotes from contractors and be able to get the work done. It would not be an extensive amount of work to be accomplished. It can be done inside of 30 days for sure.

Mr. Plummer: Thank you. That answers the question.

Mr. Rayl: I was given the report that Dewberry had started about S.W.F.W.M.D. certification that is needed on the .000 permit which has 21 cardinal number of ponds in there. I think about three were eliminated through some design modifications so there is about 18 ponds that are covered in this certification. They enumerated some issues on about seven of them. I wanted to ask the Board to revisit this inspection because one of the items on our agenda is Pond 21. It is on our agenda for needing a repair. It is out of compliance with S.W.F.W.M.D. right now. There is a hole in the pipe at the control structure that is drawing the lake down about three feet lower than it should be. That pond doesn't appear on this list even though that pond is under that permit. I would like to go back and revisit these ponds that are on this list. There are some things on here that are not compliance issues with S.W.F.W.M.D. like a cracked mitered in section. It is something that would be a regular maintenance item that you can address. It isn't tied to the certification of your permit. I would like to be able to go back and revisit this to make sure everything is covered in the certification.

Mr. Deane: What would be the cost for that?

Mr. Rayl: It would be the cost of the time it would take me to inspect 18 ponds and write up the report. It would just be the hours that it would take. In order for me to turn in an engineer's certification I have to have some personal observation of all these conditions under my direct charge anyway. I couldn't just accept Dewberry's report and move forward with that.

Mr. Deane: I make a motion that we allow the new engineer to do the report as necessary with the time and the material.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the District Engineer was authorized to perform an inspection and provide certification report for S.W.F.W.M.D.

Mr. Rayl: Thank you. Along those lines and with respect to the transaction with the golf course, I believe some of the ponds are under permits in the name of the golf course. We need to make sure those are all transferred into current ownership names. That is something that I would advise we look into. All those things have to be tied to the property owner name and I believe there are at least a few on the Lake Ashton CDD that

Lake Ashton CDD

are not. Some are in the Districts name and some are in the golf course's name and they should all be under one entity now. We were also given a report apparently the most recent prioritization of pavement repairs. The most update appears to be May 2017, so it about three years old. I understand from Mr. Deane that Muirfield, which was one of the top priorities on this report has already been repaired recently. There are other roads on here and they also had some looking forward to fiscal year expectations from that time. They looked ahead a couple of fiscal years. It is my understanding the Board would like us to take a look at just the short list, not an inventory of the entire roadways in the community but reassess these priorities and see if this is still the direction that the Board should look at going forward with the priority of the road repairs. Is that correct?

Mr. Costello: Yes, and the only thing there is the fact that like I said to you before, we have a budget coming up and the sooner we can get some sort of an estimate of what we are looking at, the easier it will be for us to make sure that we have the funds in order to do the projects.

Mr. Rayl: Understood. I intend to bring something back to the next meeting on that. Also, last week I had a resident mention to me that there was an apparent lack of blue RPM's on the roadways, which are the raised pavement markers that indicate where fire hydrants are located. She brought it to my attention. I wanted to bring it to the Board's attention if that was something you all wanted to see addressed. These are normally installed at the time that the development is done. They are usually placed in the center of the travel lane that is closest to the fire hydrant to assist in finding hydrants when you need to. I have not reviewed the whole community personally, but I was told by the resident that we don't seem to have them as we should.

Mr. Plummer: I think they were not put in by mistake because some of them were with Lake Wales hydrants and not Winter Haven hydrants.

Mr. Rayl: Those were hydrants that would serve homes that if there was a home on fire on the Winter Haven side, it would be that hydrant.

Mr. Plummer: I would understand that they would share those but it appeared that it was just on the one street.

Ms. Carpenter: The roads were accepted so probably at the time they were installed it wasn't required. It may make sense whether for Alan or for somebody to go

Lake Ashton CDD

through and just check and see they are there. Then, Alan can confirm whether they are required or desired.

Mr. Rayl: We did a similar exercise for CDD II. It took one quick trip around the community and a contractor removed all the ones in wrong locations and installed all new ones in correct locations for less than \$800.

Mr. Costello: I think I had asked you this before, does the city fire department or water department have any sort of program in which they would do it?

Mr. Rayl: We can check into that.

Mr. Costello: I realize we're not talking about a lot of money, but if you can get it done.

Ms. Carpenter: Also, it is current code and what the fire department wants right now in Lake Wales.

Mr. Costello: That is another thing you had said that some of the people had said that they felt that some of the hydrants were mismarked. The only thing there is the fact that if they were mismarked it would be the city's issue, not ours. We are talking about indicators where the hydrants are. Maybe the indicator is 30 feet up the road from where the hydrant actually is.

Ms. Carpenter: For the amount of cost it might make sense just to have Alan confirm with Lake Wales and then if they are indeed needed go ahead and approve having it done with a cost limit so you don't have to wait for another month or so. It is a safety issue.

Mr. Costello: I will make a motion that you go ahead and contact the fire department and water department and see if they have any kind of programs and if they don't, I would make a motion to do it with a not-to-exceed cost of \$1,200.

Oń MOTION by Mr. Costello seconded by Mr. Deane with all in favor the District Engineer was authorized to contact the fire department and water department to install road indicators for fire hydrants; not-to-exceed the amount of \$1,200.

Mr. Rayl: Thank you. Then, I think we are up to Item A on the agenda, which was the control structure at the pond on Limerick Drive. I have visited the location and evaluated what is going on out there. I spoke to S.W.F.W.M.D. about it and pulled the as-built plans also from the original construction and foremost, as I mentioned earlier that

is Pond 21, the control structure, the concrete box in the point of the triangle of the pond. That regulates water levels when it is functioning correctly. Right now, there is a hole in the pipe that exits that structure that controls the discharge from the structure. That hole in the pipe is drawing the water level of the pond down by approximately three feet. Foremost the pond is out of compliance. You can't certify to S.W.F.W.M.D. until we have that repair made. Once that repair is made, another thing it will also accomplish is the water is going to naturally raise. It is artificially drawing down the pond water level and it is drawing down the adjacent water table as well. Once that repair is made the water level is going to rise and some of the concerns about the vegetation and the littoral zone that is there that residents don't find appealing is going to go away because that shelf that is sitting there in the dry now is supposed to be inundated in water all the time. I believe that shelf is supposed to have two feet of water at all times. If you can envision that water level being two to three feet higher than it is today, I believe a lot of the concerns that are in existence today may go away due to that. I would suggest to the Board that we see what change this required repairs make to that structure, and then evaluate if you want to take any further steps after that once you see that water level restored to where it should be by permit.

Mr. Costello: Do we have an estimate on what they will run?

Mr. Rayl: We asked three contractors to give some quotes for that repair. One gave me a quote of \$3,600, another one this morning gave me a quote of \$2,500. We also have a quote from a little over a year ago and they were \$1,250. I apologize it is almost two years old. We have a couple of current quotes, the lowest being \$2,500 and this is a contractor that I have worked with quite a bit in the past. I would trust that their assessment is correct. I also made a call to the older quote which was All-Terrain. I asked if they would bring their quote current, but I would recommend to the Board that seeing where they come in that you authorize that we hire a contractor to make that repair not-to-exceed that \$2,500 and get that control structure fixed and compliant again.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor a not-to-exceed amount of \$2,500 to repair the control structure at the pond between Limerick Drive and Dunmore Drive was approved.

B. Consideration of Quotes to Repair an Inlet at N.W. Corner of Ashton Club Drive and Dunmore Drive

Mr. Rayl: Also speaking with that same contractor this morning, we looked at that inlet and we saw, you can look in the inlet throat down into the inside of the structure. You can see locations where there are voids in the soil behind the structure. The soil isn't creating a cavity on the surface and then going into the structure because you can look in the gap between the two pieces of structure and you see a hole there. That soil is going outside the structure. I believe it is also going into a hole in the pipe exterior to the structure and being carried downstream. The same contractor that gave us our quote on this control structure repair did a little more investigation then what we did when we were out there that day and was able to reach a cavity about four feet below the ground surface without resistance. I believe as they were saying we have another situation that we have a potential in the hole in the pipe that is creating that issue. They gave me a price that they could fix the holes in the structure and things like that, but that is not going to solve the problem. It would be a temporary Band-Aid. I would like to look at this a little bit further about a solution to keep that problem from increasing. We have Verizon infrastructure right behind that box that could get jeopardized if this thing continues to grow. I want to make sure we get the right solution for the problem. We don't really have any bids for that full scope. This was just something that we kind of identified in the last couple of days. That is really what is going on there at that inlet.

Mr. Plummer: You're suggesting that you don't want to do a temporary, you want to wait and explore the whole thing and then do the proper fix.

Mr. Rayl: I would. What is usually done in solving problems like that is they will put some hydraulic cement on the inside of the structure. They will grout flowable fill in the voids outside the structure. If we are still having soil transport carry that material away and the voids continue to increase because we haven't solved the hole in the pipe problem that will compromise the flowable fill. Then, you will have chunks of grout concrete in addition to the soil that is moving away. We would be spending money that we may be throwing away.

Mr. Costello: Ok, anything else?

Mr. Rayl: I believe that is all that I have in my report.

Mr. Costello: Any questions from any of the Supervisors? My only question is the big lake out here, I know that we have had a situation with the farmer next door. Maybe you can go into that a little?

Mr. Rayl: Yes, thank you I did have that on my list. Again, through starting to look at some of the ponds out here, Pond 19 is the one behind Mulligan and Dunmore where the flooding issues are. Pond 19 is also part of that S.W.F.W.M.D. permit that needs to be certified and it does not appear on the list. Pond 19 has impounded water levels in it right now over a foot higher than what should normally be there. In speaking with staff and residents we have had changes in the outfall to Lake Ashton, the lake itself in recent years. We have had hurricane events, went by boat and took a look at the outfall. Previously there were two twin steel pipes that were the outfall and there was an agricultural crossing that went across the top of them. That has been blown out by storm activity and the pipes are still sitting there but all the soil has eroded away. About a couple hundred feet further upland is a new pipe, larger diameter PVC pipe that the farmer has or rancher has installed with a new agricultural crossing. We have asked S.W.F.W.M.D. to weigh in on this. As you know one single entity doesn't have the ability to control the stage, and evaluations of this water that has so many effects on other areas all around it. There hasn't been a great deal of historical information that has been able to be obtained, but just by nature of how Lake Ashton was designed for these ponds to discharge into that lake it has to be lower. That is how they were designed, permitted and constructed. Right now, we have impounded water levels and we have less capacity in our ponds then what is needed to adequately protect roads and infrastructure and all the things the District has to pay for if a flooding event occurs. It is very important to make sure that lake level is not being arbitrarily controlled, but correctly controlled and that it is in compliance where S.W.F.W.M.D. wants to see it as well not just where the farm crossing worked out to be. That is an ongoing thing. That is something we are working with both Districts on. I am trying to get S.W.F.W.M.D. to drive the boat on that one. It affects us, but it effects every property in the Lake Ashton watershed.

Mr. Costello: Ok, anything else?

Mr. Rayl: That is all I have this morning.

SIXTH ORDER OF BUSINESS

Unfinished Business

- A. Restaurant Report (requested by Supervisor Krumrie)
- 1) Insurance Policies
- 2) Catering
- 3) Liquor License
- 4) Security Deposit
- 5) Monthly Rent
- 6) Meeting with Nini's and their Attorney
- 7) Nini's Relationship with staff and the CDD Board
- 8) Long Term Plan for the Restaurant including Capital Needs
- 9) Hold an Open House for the Restaurant
- Mr. Costello: Restaurant Report, Mr. Krumrie.

Mr. Krumrie: I think it is fair to say I found the situation very frustrating. I also found it enjoyable working with Christine and her staff. I think we have accomplished a lot of things, for example we now do a poll survey. Christine will cover that in her report, as well. We do a survey for people that rent the ballroom so we have something in writing moving forward that we can rely on in terms of feedback. Repairs in the restaurant, we never had anything related to a repair form. We now have a repair form that Nini's needs to fill out, or any restaurant for that matter would fill out and submit to Christine. She will get the quotes and so forth. We have communication between Christine and Nini's. Residents of Lake Ashton, we are seeing a lot more communication between us and them. We are seeing things in the LA Times that says this is what we have going on, this is the new menu, we have theme nights. We published all of that. But there are many other emails that Christine and her staff keeping Nini's informed as to what is going on. On Nini's equation, things are not quite as good. What I have been conveying to Christine and her staff is that we are going to do the right thing, whether they do the right thing or not, but we are going to do the right thing. It is fair to say that Nini's is very disappointed with us. They are disappointed in this Board and they are disappointed in the staff. They have lots of reasons and you can agree with them or not agree with them but they have lots of reasons why they are disappointed. We can talk about catering, we can talk the rent, how we handle the rent situation when is wasn't paid on time, we can talk about the grease trap, we can talk the menu. There are things which we could talk about. I guess if I were to lean in one direction or another, I can understand why they are disappointed, simple as that. In talking to Nini's, I don't think there is any question that they want to be here. They want a long term relationship. We have sort of done the opposite. Now I have

Lake Ashton CDD

to say that there wasn't cause, but we have done the opposite. Last month I think it was, there was a motion made to terminate the lease agreement. We shouldn't do that with Nini's and we shouldn't do that with any other operator. We have to give them confidence. Think about us coming to work or think about us taking the job knowing that three years later you are not going to have the job. Both situations we are not communicating that message to Nini's, and I also suspect past operators, as well that we are interested in a long-term relationship, a long-term marriage for the benefit of the community. Nini's not only wants to be here, think about the staff. They are a family-oriented restaurant. The staff that is here now is the same staff that was here day one. The other day I poked my head into the restaurant, and the lady I talked, I asked her how long have you been here. She said I have been here since the day we opened. There is very little turnover in that restaurant. Borden can certainly convey to that. Restaurants today are struggling to get people to work for them. Although there was a recent issue on Saturday, I won't get into that, but I am hoping today that this Board somehow can find a way to send a message to Nini's that we are interested in a long-term relationship just as they are interested in a long relationship with us. I think we have to convey that the Board has confidence in this restaurant. They simply can't go forward without knowing where they stand.

Mr. Deane: I have a few questions. Have they come in compliance with the lease?

Mr. Krumrie: Borden, I said earlier about ten minutes ago we are going to do the right thing whether they do or not. We are going to do the right thing.

Mr. Deane: That doesn't answer my question. It is a yes or no answer. Either they came into compliance or they haven't.

Mr. Krumrie: Probably not in every aspect.

Mr. Deane: This is what I stated two months ago. As far as I am concerned the restaurant is an amenity for this development for our residents. She is operating this restaurant as a profit center for herself. I am sorry, that is the way I feel. That is the impression I have gotten from them.

Mr. Krumrie: I agree with you.

Mr. Deane: So, they are not in compliance with the lease, why do we let them continue? That is my question. Maybe it is time that we take on the restaurant ourselves. Why do we have a lease if we are not going to make them come into compliance?

Mr. Costello: I believe our attorney Mr. d'Adesky sat in on some of the meetings?

Mr. Krumrie: Hopefully our Board can change in the future. Let's see if we can. First item that I had on there was insurance. We have an insurance policy for the first time that I can see. We have a declaration of insurance that does name Lake Ashton as an additionally named insured. We did not have that before. That is the good news. The bad news is they have submitted as of today evidence of policy for workers compensation or liquor liabilities or the umbrella policy. One of the things again trying to work with them, I certainly would want to discuss under the umbrella what does it cost? I don't have any idea what the cost of an umbrella policy would be. Is it \$5,000 or \$10,000? We are talking about the restaurant, we are talking about a small operation and some things can be very costly when you start adding on things like an umbrella policy and maybe you don't need it. That is the only one that I think we could discuss. Workers compensation and liquor liability are two items that cannot be discussed. They have to comply with those, simple as that. And rew has sent an email back to their attorney requesting the additional policies. That is all I have on insurance. There is not much to report there. One of the biggest things that Nini's is disappointed with is the catering. They signed the lease back in April of 2019 where they perceived that they had exclusive catering. A few months later they signed another lease where they also had exclusive catering but there was also a change in there where they recruited somebody to come in and use the ballroom they would be rewarded for that particular event through a reduction in the lease. I don't think there is any doubt in this Board's mind that we all thought that they would have exclusive catering.

Ms. Carpenter: There has only been one lease.

Mr. Costello: Wasn't there a clause in there saying that we had the right to allow somebody to bring other catering in?

Mr. Krumrie: I am going to get to that. I think again it is fair to say that this Board and Nini's both thought that they had exclusive catering. Then back last May an event occurred where we were upset with the outcome of that particular event. That was on May 17th. The Board discussed outside catering. That is where I want to involve Andrew, but basically what happened was the event was a resident event in this ballroom where they were supposed to provide a certain kind of menu. They didn't provide everything that was supposed to be on the menu. Then there was some food shortage and so forth.

Lake Ashton CDD

That was on Friday, May 17th. On Monday, May 20th this Board meets. A discussion comes up three days later about the event on Friday. There was some introduction of things that the Board had heard in various places either through a spouse or dog park or whatever, but they heard some things that were negative regarding that event. From that we generated a conversation. Nowhere in the minutes did I find anything that related to well let's ask Nini's first what their side of the story is. I saw none of that. You flip the coin over and sometimes you will find things to make some sense. When I interviewed Nini's about the event, they say it was because we wanted things done a certain way. They recommended the other way and there wasn't a good outcome. Now would there have been a good outcome if they did it their way, I don't know, I can't speak to that, but at least according to Nini's they did not do the event the way they would want to do it. From there we discussed the discussion about catering. I got the minutes here. Again, the Board members are making comments about this or that and Mr. Costello mentioned about do we have room in the agreement to move on outside caterers. I will quote you, Mr. d'Adesky, yes I put in a clause that gave an exception to the community manager. Technically, you could give direction to the community to exempt everyone, but the proper way would be to change the lease itself. Andrew, when you use the word technically, what does that mean?

Mr. d'Adesky: That means it is allowable by the terms of the lease.

Mr. Krumrie: Is that a legal opinion? Is it your legal opinion that we have room in the lease to allow outside caterers?

Mr. d'Adesky: That was the intent when we drafted the document.

Mr. Krumrie: Where does it say that?

Mr. d'Adesky: In the lease.

Mr. Krumrie: Where?

Mr. d'Adesky: I can pull up the page. Clause 1.1, Lenders shall be permitted to issue certain exceptions to tenant's exclusive rights to manage, serve or provide food and beverage service to the ballroom and other areas in the facility, based on landlord, sole and reasonable discretion in order to accommodate specific resident events and activities.

Ms. Carpenter: Since Nini's has counsel and they have made all kinds of threats, I suggest we don't go through the lease and put on the record thoughts, comments of the

Lake Ashton CDD

Supervisors, and Counsel. I'd like Harry and the other Supervisors to go through all of your comments, and then we can give input but this is not particularly productive and anything said can be taken out of context if they do ever file a claim.

Mr. Krumrie: I agree with that, and I worry about that. It set a stage for where Nini's is coming from. This is a restaurant that trusted us that they would have exclusive catering. Should they hire a NYC attorney to fare some of this information out maybe they do so, but we are supposed to be a good neighbor here. We are not necessarily being a good neighbor.

Ms. Carpenter: I have been trying to bite my tongue and Andrew has been handling this, but and it is important for you to go through all of their issues so the Board hears it, but they are in violation of the lease exposing the District to liability with no worker's compensation and no liquor liability that puts the District at a risk and that makes the residents at risk. I know Andrew has had numerous phone calls, you all have spent a lot of money meeting trying to come up with a way to make it work. If potentially a new type of agreement may be the way to go something different, but right now we can only give you the advice that they are in breach of the lease. They have been. We have given them numerous attempts to cure and they have not done it.

Mr. Krumrie: And I agree. If we have room in the agreement, the one that was signed originally, why did you propose new language that allowed outside catering?

Ms. Carpenter: Again, why don't you go through your comments because I think some of this is taken a little bit out of context of they said we said, so let's go through all their issues. Obviously, they have a significant issue with allowing outside catering.

Mr. Krumrie: I am not speaking for Nini's. I am speaking for me. Explain to me why we allowed outside catering if we had it exclusive?

Mr. Costello: This is public meeting and it becomes public information.

Mr. d'Adesky: Correct.

Mr. Costello: And I can understand what they are saying.

Mr. d'Adesky: Let me just clarify one thing, which I think answers a lot of these questions, and also clarifies an earlier statement. There was an initial signed lease. They initially signed one lease in the beginning. This is the lease I think we are reading the same copy of the lease here. We had proposed an amendment that did a number of

things that changed a number of things. Just one of those changes was a clarification regarding that provision. That was just one of a number of changes to the lease. Some of it was cleanup changes to clarify language to make things easier, to make them clear, plain language at their request. Some of the things were at their request. Ultimately after negotiation they did not sign that lease. So there is only one lease that has been signed. The original one. Just to clarify.

Mr. Krumrie: At the CDD meeting on May 20th you said there was room in the lease and I think you actually developed language, changed the lease after that, and then I am guessing that the Board gave the information to Mr. Deane to sign the new lease.

Mr. d'Adesky: Supervisor Deane and I were delegated authority regarding the restaurant and renegotiation of the lease, correct?

Mr. Krumrie: Delegation of authority, was that in the minutes as well? Where I am going with this is this, we actually went to Nini's I guess to ask them to sign the new amended lease. What did Nini's do? They didn't sign it. What did we do, we went ahead with the catering anyway.

Ms. Burns: The catering has always been non-exclusive.

Mr. Krumrie: That is your opinion. Nini's didn't see it that way. What happened then, I guess is that somebody directed staff to allow outside caterers. The Board did not make a motion to that effect, but at the end you are saying they didn't have to because it was already allowed. I am just thinking that is not the way we want to do business. Nini's has to be worried about the definition of the word "it" or whatever language is put into the agreement that involves the flexibility. I think we are not only talking Nini's but any other operator of that restaurant. Where do we go from here? I guess you are telling me that we have the ability to allow outside catering. Is that what you are saying?

Mr. Deane: Can I say something? I presented the new lease that Andrew sent up to Nini's and they refused to sign it. They said they didn't want to make changes. At that time I informed Nini's that the Board had voted and approved the authorization for outside caterers and anyone renting the ballroom. The reason that was done was because we had people who had previously rented the ballroom come to us and say they would not rent the ballroom if Nini's was the caterers and we were losing income. That is why the change was made and it is in the minutes of a meeting.

Lake Ashton CDD

Mr. Krumrie: Nini's catered 13 times before that event you are talking about. I am going to let it go because I think we are taking up too much time. I have to get more comfortable with we are allowed to have the use of outside caterers. Simple as that. The liquor license is still confusing. We had an event that happened on Saturday where the bride wanted to have some champagne getting dressed or whatever. I guess we can't do that. Do we have the original application for the liquor license? So, what we did was in the agreement if I read it correctly, we gave Nini's permission to only serve alcohol.

Mr. Costello: That is by state law. That is in their liquor license that they control this entire building when it comes to alcohol. We have gone out of our way as far as instead of only having security here, we have had at affairs, we have mandated that in order to have alcohol in the building we have Lake Wales Police Department here. We have had like two people I think from the Lake Wales Police Department because we have done everything possible in order to deter and it continued to go on. We don't have the legal powers in order to stop people from doing things The Police Department does because they agree wholeheartedly with Nini's. We had to protect their liquor license period. We had to do everything within our power and I feel that we have done it by bringing the police in instead of just having the security guards here who do not have the authority that the police department has.

Mr. Krumrie: So in the lease agreement we gave them the power and they are the only ones that can serve alcohol?

Mr. Costello: It is state law. It is not even within our power to put it in the agreement. It is state law with them holding a liquor license in this building. Am I right or wrong?

Mr. d'Adesky: That is correct.

Mr. Costello: They are the only ones that can sell or distribute alcohol within this building. Like I said, we know that people were bringing stuff in from outside. We had security here. Security doesn't have the authority, that is when it was determined that our best bet in order to protect their liquor license and ourselves that we bring in police officers that have the authority to tell people get it out of here.

Mr. Krumrie: Security deposit. We requested a security deposit from Nini's of \$6,000. When I reviewed our insurance policy we have a \$2,500 deductible. I basically looked at that and said that seems to be our risk is \$2,500 because if something were to

be damaged in the restaurant such as equipment or whatever, that if it is more than \$2,500 we are going to report it to the police department anyway. Then, our insurance company is going to pay.

Mr. Costello: You have to remember that the last people who left here just in order to clean the place up I think the bill came to \$9,000.

Ms. Burns: That was part of the discussion about including the requirement to clean the carpet and flooring that was newly installed and requiring that be maintained.

Mr. Costello: Quite honestly \$6,000 for that amount of space as a deposit I don't find it to be absorbent.

Mr. Krumrie: Ok, this is an issue for them, as well, \$6,000 to Nini's is a lot of money. Not sure where this is going but I would make a proposal that we reduce the security deposit from \$6,000 to \$2,500. I make that proposal now.

Mr. Costello: Is that a motion?

Mr. Krumrie: That is a motion.

Mr. Costello: Do I have a second? Motion fails.

Mr. Krumrie: That's what I thought. Now I know why I'm the liaison to the restaurant. Mr. Costello: You wanted it.

Mr. Krumrie: Borden, how much do you charge to take it back?

Mr. Borden: I am not going to charge you anything. I am here for the Board and for the residents, period. I want everybody to succeed and I wanted Nini's to succeed, but to be perfectly honest, with her attitude I don't know how it is ever going to succeed. They are not in compliance with the lease and I don't believe they will ever come in compliance with the lease and that is why I propose that we give them the 90 day notice to terminate.

Mr. Krumrie: I guess I would ask that we be more patient.

Mr. Deane: More patient? The lease is already two years old and they are still not in compliance.

Ms. Carpenter: In lieu of being an obnoxious lawyer and going through all the legal things and I know the other four of you know what I am going to say, maybe as part of that 90 days to terminate if you think that everyone seems to like the food and potential the District could run it themselves, hire her to manage or some other situation you would

Lake Ashton CDD

be willing to talk about. I don't know if that is even something you would want to do or discuss some other alternative. From the legal side there has been so many chances that it does seem that it is appropriate or was appropriate months ago to terminate. I don't know if there is any desire on the part hearing Harry to keep them in some fashion?

Mr. Costello: I take it seriously when you say from the legal side that we are in jeopardy of being involved in a major lawsuit.

Ms. Carpenter: They have breached their lease. They have not provided liquor liability insurance and workers comp insurance. Workers comp is a legal requirement. The liquor liability that they have had and if there was a lawsuit and they didn't have insurance it will be borne by the District and our insurer would have the option to say, hey, we are not covering it, you were supposed to have somebody else cover it.

Mr. Costello: Most importantly, I think five of us have to agree that the most important people here are the residents of Lake Ashton. We have to look out for them. I fully understand what you are saying. You have spoken with her and the only thing there being is the fact that if we do anything right now we are going to protect the people of Lake Ashton. They are the ones who are depending on us.

Mr. Krumrie: The next item on the agenda is monthly rent. Andrew and I have had discussions with Attorney Brandt and Sandy. I think it is Sandy's wishes if you will that we reduce the monthly rent. It's hard to propose that because what happened on Saturday night and so forth. I am going to ask for a postponement on that particular item.

Mr. d'Adesky: That is what their attorney had asked for us to come back with was a zero rent for the remainder of the lease.

Mr. Deane: I am sorry they have a 3,000 square foot restaurant, which we supply everything for at no expense. They pay no utilities and from history of being in the restaurant business their electric bill has to be close to \$3,000 a month folks that we bear. They don't pay a penny. I make the motion we give them notice to terminate the lease.

Mr. Costello: I second that motion. We have a motion on the floor and seconded. All those in favor.

On MOTION by Mr. Deane seconded by Mr. Costello with 3 in favor and 2 opposed motion to give Nini's Restaurant a 90 day termination notice was approved.

Mr. Krumrie: The rest of the items are moot as far as I am concerned.

Mr. Costello: Before we go on, Andrew, you sat in on some of the meetings with their attorney, Mr. Krumrie and Nini's themselves. What is your impression? What do you have to add to all of this?

Mr. d'Adesky: I have a lot of respect for their attorney. He was a very forthright guy who is very communicative. He called me regularly even though this was not his area of expertise. His area of expertise was really criminal and I think he just actually told me he is making a transition back to that, but he was very communicative, so I really did like that. Very affable guy and very easy to work with. I think we had a very collegial relationship. Supervisor Krumrie was very active and did a great job in the meetings that we had with their attorney and with Nini's. I think those were productive meetings when we had those meetings together. Working with their attorney was also good because he was very communicative back and forth and if a rumor or something that they heard, he would come and check with me. That was something that happened a couple times back and forth and we were able to clarify miscommunications or misunderstanding. So, that was a good part about working with them. Overview, though we had sent an offer to them and of course subject to Board approval saying here is some potential terms, potential changes, potential amendment to the lease that might clarify and solve some of these issues that their attorney had characterized as very generous, it was not accepted immediately, despite their attorney saying that it should be something that he expected to be accepted immediately which was surprising. That is my only comment from the legal side. Other than that it was a very good opportunity to work with him and he was very straight forward in dealing. He was planning to attend today, but he and his paralegal both have the flu. They told me to follow-up with anything that came out of this meeting. I will follow-up with this just as a matter of informing him what happened at the meeting.

Mr. Ference: As a matter of legal experience, you have listened to and been party to this, have we given enough time and effort for them to come in compliance with the lease? Do you think we are properly positioned to make the motion we did?

Mr. d'Adesky: The major item that we asked about, the insurance is an item that we have repeatedly asked for.

Lake Ashton CDD

Mr. Ference: Is that seriously enough for us to go ahead and have made the motion that we approved in your opinion?

Mr. d'Adesky: To be clear, we do not require cause to terminate the lease. I want to be very clear because this is on the record, but yes there is significant liability with not having insurance required by the state of Florida. It is not optional. We looked into it. There isn't a possible exception it could fall under that would exempt them from having to have this insurance. There is significant liability involved if they do not have this insurance.

Mr. Ference: So, you are complicit in agreement with our motion then to terminate the lease?

Mr. d'Adesky: Your decisions as the Board are legislative decisions. You have a legal basis to do it. You don't even need that reason, just to be clear, but you have one.

Mr. Ference: We have had one for a while and they have not exercised their option to come into compliance. They have ignored that.

Mr. d'Adesky: We have asked repeatedly. They have not given us the insurance.

Mr. Ference: Then it is a good business deal for us to do what we have just done.

Mr. d'Adesky: I can't make a comment on the business side.

Mr. Ference: Legally.

Mr. d'Adesky: Yes, there is a legal basis.

Mr. Ference: That is what I wanted to do, just make sure there is a legal basis for that. Thank you.

Mr. Costello: I think the other part of that is the fact that legally if something goes wrong in there, we are going to end up buying it. Personally, I always enjoyed the times I have been there but by the same token quite honestly, we have to protect the residents.

Mr. Ference: So, the question is how much time should we give them?

Mr. Costello: We have to give them what is in the contract.

Mr. d'Adesky: Which is 90 days.

Mr. Krumrie: Where do we go from here?

Mr. Costello: We have people who have inquired about the restaurant, right?

Ms. Burns: Based on the Board direction we will send the 90 day termination notice, and then the Board will have to pursue other options.

Mr. Costello: It is not as if we are going to totally close it down. What we are going to do is we are going to have to put out another RFP.

Mr. d'Adesky: Like we have done before in the past.

Ms. Carpenter: And perhaps have a workshop to talk about how you want to structure it whether a lease management. We will look at some tax issues, whether you want to operate yourself, running some budgets. It might be time to spend an hour or two workshopping to decide what you really want to do for the future since we have gone through an awful lot of operators in the last few years.

SEVENTH ORDER OF BUSINESS New Business A. Consideration of Extension to Security Service Contract

Mr. Plummer: It is time for our renewal of that contract. This is not a new bid. This is their proposal of the contract going forward with what increases that they would have requested. Quite frankly, the simplest way to explain it to you is they requested a \$.50 per hour increase of the hourly rate and a significant rate in special events, which we pass on anyway. It doesn't come out of our budget. It goes on to whoever has the event. The actual cost for renewing the contract is \$227,220 annually. That includes the security guards at the gate, the roving patrol which is for 18 hours a day and the pool officer, which is November 15th through May 15th for five hours each day during that period of time.

Mr. Costello: You worked with Mr. Mecsics on maybe getting the same company. I remember you said we were so close to this contract that we would look at it at that time.

Mr. Plummer: Supervisor Mecsics and I worked on rebidding the entire community to do the same security company. There are few differences in the way that the East and the West operates. Lake Ashton II has 24 hour roving patrol. We have 18 hours. There are some differences that we would have to probably go back and decide where and if we can change what we do or they change what they do or have a different combination of doing that. Since we didn't know that we were actually going to be tasked with that proposal for this particular meeting, what we had was probably six to eight months old. Quite frankly, we couldn't do it without a bid anyway. It would have to go to bid. In today's decision we can decide to take this one or put it out to bids and go back to square one. Supervisor Mecsics and I can sit down and negotiate exactly what we propose to bid out.

Mr. Costello: What would you feel comfortable with?

Lake Ashton CDD

Mr. Plummer: I think it is going to take some time to accomplish, so that is the only thing that concerns me. Correct me if I am wrong, Christine, but March 1st is the date that this contract would take effect?

Ms. Wells: March 3rd.

Mr. Plummer: Which would mean at the end of the period of time it either stays the same amount or whatever. I probably would suggest that we go with the contract here. Let us negotiate and we can terminate that contract within 30 days if we decide somewhere in the next few months to rebid and combine the two security issues we can still do that and terminate this even if we approve it at the rate he has here. One other thing I want to say about his proposal, he is not only proposing a \$.50 increase for this contract, but also an additional \$.50 next year. It is a two year contract.

Mr. Costello: Do you feel that you would have the time to sit down with Mr. Mecsics?

Mr. Plummer: I think what I would propose is if Supervisor Mecsics and I meet and decide where we can combine and then we need to come back to this Board to decide. For instance, I will just give you an example, if we move to 24 hour roving patrol for the whole community it causes us a few issues with how we use roving patrol in Lake Ashton I, as opposed to the way they use it in Lake Ashton II. They use them in a little different manner other than the roving patrol. We use them for inspections for running this room and some things like that. There are some things that we would need to talk to about if we want to do exactly the same thing in a blanket form across, or if we want to basically use the same company and have separate contracts where ours is maybe only 18 hours of patrol and theirs is 24 hours. There are a variety of things that we can do, but it is going to take time to sit down and work out the different types of coverage we would like.

Mr. Ference: Bob, does it make some sense that we extend the current contract for 90 days for example and give the increase for 90 days?

Mr. Plummer: I think you can sign the contract with them and we can terminate it with a 30 day notice. I think today to keep the service that we have through whatever period of time it takes us to do that is to approve the contract as presented, and then let Supervisor Mecsics and I start to work and give us some options to select from. Maybe get some estimates what each of those options would cost.

Mr. Ference: I will put that into a motion.

Mr. Costello: I was going to ask you I think on Friday when I was at the CDD II meeting that if there was a significant savings by bringing them both together would we be looking at?

Mr. Plummer: There is a savings by bringing them together in a variety of different ways but you have to understand that we have a pool guard and they do not, and there is a difference in the roving patrol. Obviously when it comes to the gate coverage that is another thing. One of the big places we save is if we went with the same company even if we have separate contracts we could share site supervision. That is one place that is a pretty good size savings as well. I think if you give Supervisor Mecsics and I some time to sit down and come up with a couple of options and proposals, yes we can do that. I think in the long run we can probably save some money.

Mr. Ference: Motion that we sign this contract and allow this interaction with Mr. Mecsics to go forward.

Mr. Deane: Second.

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor extension of security service contract with a \$.50 increase per hour was approved.

Mr. Costello: Mr. Mecsics, do you have the time to sit down with Mr. Plummer and come out with a good deal?

Ms. Burns: There is a joint meeting scheduled for March 13th if you want to put it on the agenda.

Mr. Plummer: We will try to meet that deadline, but I think that is pretty aggressive with us having to deal with meeting with security on this.

Ms. Burns: Keep me posted and let us know if you want us to add it or not.

B. Consideration of Quote from Yellowstone to Maintain Additional Areas

Ms. Wells: Matt and I took a trip around the golf course. The additional areas is in reference to some of the newly acquired property that doesn't border the golf course, it borders homes in Lake Ashton. Matt and I took a ride around with Yellowstone to identify the areas. The map that I gave you highlights the areas that do not border the golf course, but borders residents' homes. They have given us a quote. It includes mowing, edging, and trimming and clean up at \$2,333 per month. I have maps a little bit closer up view if

anyone wants to look at any of those areas. I believe we caught everything. I have had a couple of residents come to me to make sure their home was on it and we had their home covered. I believe we caught everything. I think if we have some small additional areas that we may have missed that they would be willing to include it at no additional charge is what I got from them.

Mr. Ference: Are these areas previously cut by the golf course?

Ms. Wells: These were areas that two years ago were cut by the golf course that they ceased cutting.

Mr. Ference: That is what I mean. They were previously managed or cut now. So what we are doing is recapturing areas that had already been previously mowed.

Ms. Wells: Yes. I think some homeowners had taken on mowing themselves once the golf course ceased mowing those areas so we would be reclaiming those areas.

Ms. Burns: Just to be clear, we have the ability to do that now because we own the property where we could not do that before because we did not.

Mr. Ference: Because Yellowstone does everything else, then I think it is consistent that we should add this to their contract so I make a motion we accept the contract going forward.

Mr. Plummer: Quite frankly, your map is very good and covers the areas generally. I know one area in question. It would be the area of McArthur Drive just to the south of Ashton Palms. Why do we not continue to where the cart path is because that is where the golf course starts is on the other side of the cart path?

Ms. Wells: Is it those three homes down there?

Mr. Plummer: There are three on that side and on Sable Loop. There are three on that side, as well.

Ms. Wells: That area I was told, and I am sure they can clarify for me, the Sable Loop, since it borders the golf course that the property lines go right up to the golf course is what Yellowstone is telling me.

Mr. Plummer: There is a turn if you look at your map that goes along the canal clear up to Ashton Palms.

Ms. Wells: That area is covered that goes along that canal.

Mr. Plummer: The red line does not go south.

Ms. Wells: You are on the other side of the canal?

Mr. Plummer: I am on the south side of Ashton Palms.

Ms. Wells: So, it's the canal that goes into that wetlands.

Mr. Plummer: Yes.

Ms. Wells: Ok, I see where you are talking about now. I can ask them to add that. I see what you are talking about now going all the way down there. I am going to highlight that. They said if there was smaller areas that we missed that they would most likely be able to include it at no additional charge.

Mr. Plummer: In your map that is the only item that I had a question about.

Ms. Wells: I was going to clarify too in the map along Dunmore Drive it actually goes down a little further. They didn't add it in. It borders along the homes along Dunmore and goes basically to the putting green.

Mr. Plummer: I see where you are saying. I will second the motion.

On MOTION by Mr. Ference seconded by Mr. Plummer with all in favor the proposal from Yellowstone Landscaping to maintain additional areas was approved in an amount of \$2,333 per month.

C. Consideration of Resolution #2020-02 Adopting Interim Fees and Rates

D. Consideration of Resolution #2020-03 Designating a Public Hearing Date to Adopt the User Fees and Rates Regarding the Golf Club Facilities

Mr. d'Adesky: This is the required rate making relating to the golf course rates, which we are required to adopt per our inter-local agreement with LA II.

Ms. Burns: Just one thing I want to add in the exhibit that you see attached, Lake Ashton II made a couple of modifications to that. I am just going to say what they are on the record. We would be looking for the Board to approve these same rates that they approved at their meeting. There was a change in the group number to 8 golfers from 16. A group of 8 would constitute a group and then there was also an additional fee for 9 holes that was added so if residents wanted to play 9 holes as opposed to 18 they included a rate for that. We will put a revised rate sheet together. Resolution #2020-02 is the interim rates. Then next you will see Resolution #2020-03, we set the public hearing to actually officially adopt that rates. That is the same process they went through. Mr. Costello: The only changes I take it are those that are going to effect the running of the golf course?

Ms. Burns: Correct. The interlocal agreement states that they set the rate and this Board just adopts them.

Mr. Costello: We are just their landlords at this point. If this is what they want I don't have a problem with it.

Ms. Burns: This is outlined in the inter-local agreement because they cannot set rates for outside the boundary of their District so they set the rates and then this Board adopts them for the portion of the course that is outside the boundary of Lake Ashton II

Mr. d'Adesky: This a two part process with adopting interim rates and then we are going through the process to adopt the actual rates so it is two parts.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor Resolution #2020-02 Adopting Interim Fees and Rates was approved.

Mr. Plummer: I will make the same motion about Item D.

Ms. Burns: With that we need to choose the public hearing date. February is a short month and we need 30 days lead time to notice these, so I would suggest your April meeting, which is April 20th. We will notice the ad for that meeting and that will officially adopt those rates at that time.

On MOTION by Mr. Deane seconded by Mr. Plummer with all in favor Resolution #2020-03 Designating a Public Hearing Date to Adopt the User Fees and Rates Regarding the Golf Club Facilities was approved; and the public hearing was scheduled to be held on April 20, 2020 at 10:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida.

E. Bowling Alley Oil Machine

Mr. Plummer: Christine will cover in her report an issue with water in the bowling alley again. However I have had contact with Steve Martin, who is our local bowling expert, about some of the equipment that is in there. One of the items that is in there is an oil machine that oils the alley.

Mr. Costello: Every alley has "X" amount of oil on it. It is very crucial to the way in which a ball will react as it is going down the alley.

Mr. Plummer: Apparently the one we have was on its last leg about a month ago.

Mr. Costello: I think three years ago.

Mr. Plummer: The company that we have that services part of the bowling alley has purchased oiler from a bowling alley that went out of business that was only about a year old. Apparently if we wanted to replace our oiler it would cost us about \$14,000 to buy a new one. This company purchased a used one that is probably not a year old and is offering to sell it to us for \$6,000 less \$500 trade-in for ours so for a total of \$5,500. I think that is probably a good deal.

Mr. Costello: I will make a motion that we purchase that.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor the purchase of a bowling alley oiler machine was approved in an amount of \$6,000 with a \$500 trade-in credit.

EIGHTH ORDER OF BUSINESS Monthly Reports A. Attorney

Mr. d'Adesky: Nothing other than what we have already gone over already. If anybody has any questions.

B. Community Director

1) Monthly Report

Ms. Wells: The community director report was included in the agenda packet. There is just a couple of things that I wanted to point out. Applied Aquatic has begun work on the golf course ponds. Again, we asked them to focus on eliminating invasive aquatic plants in addition to maintain shorelines. I just want to mention again it will take about six months for it to get back to a monthly management state. I know we have gotten a lot of positive feedback from residents. They are happy that they see dying plant life. It is the first time I have seen you guys be happy about dying plant life.

Mr. Costello: Quite honestly, Applied Aquatic, they have wasted no time. I don't think the ink was dry before they were out here.

Ms. Wells: Once the contract was executed they were in two days later.

Mr. Costello: Like you say, it will probably look worse before it looks better, but it shows that they do have consideration and out there working towards cleaning it all up.

Ms. Wells: I also wanted to give an update on the dog park or the pet play park. The permit from City of Lake Wales for the installation of the fence has been issued and

Lake Ashton CDD

the fence will be installed this week. The contractor estimated the project should take about three days to complete so we are moving forward with that. Staff did receive a check for \$8,000 from Lake Wales HOA for the installation of the pet play park. We put a thank you note in the February LA Times and once we know when the grand opening is we will make sure they are front and center. Also, in regards to the pet play park, S.W.F.W.M.D. did come out. We are getting a little close to that wetland area, but they came out once before and said it is was ok. We wanted to get a second ok once we had the area staked out. They said that everything looked fine. They have had no issues with it. So, there were no changes made. Worked with Yellowstone also, this is not in the community director report; to see what they can do with any kind of weed control in that area. They are going to take action with getting rid of some of the fire ant beds that are there. We are trying to be proactive and get rid of them before the stuff even gets installed. Once the fence is installed we will move forward with installation of pavers, installation of a drip line for irrigation, a water spigot, and things of that nature. Once the fence is up we will get moving forward. Also Bob mentioned about the water intrusion in the bowling alley. We are still working on that. I know I have had a couple residents and a couple of Supervisors ask me what is going on because they thought we would have carpet installed by now and everything ready to go. We haven't done that just because there is now water intrusion just north of the area we were working on.

Mr. Costello: Have we spoken again to Bruce?

Ms. Wells: Yes. I talked to the insurance adjuster because we do have an active claim with that that I submitted the first bill we received for \$16,000. We are trying to figure out the best way possible. I talked to Alan this morning. After the meeting I am going to take him back there and show him the bowling alley. There is a couple of options that the contractor is recommending. The insurance adjuster wanted to look at the plans, wants to come out and take a look at things a little further to see what direction we want to go. It is a little disheartening but we do have a couple of different plans and directions we can go. The insurance adjuster said they would be happy to bring out their engineers and things of that sort to take a look at it. We do have a good plan and hopefully that plan will be nipped in the bud sooner rather than later. I think that is all I have right now.

2) Consideration of Quote for Installation of Grass Carp

Ms. Wells: As part of aquatic plant management Applied Aquatic has recommended installing grass carp in various ponds. There was a guote email from the operator for the cost associated with designing, building, and installing the required barriers, along with the cost of the carp. It would be E8 and I have all these labeled out on the map if you want to look at it. It is the pond that runs behind Aberdeen and Thompson Nursery Road. There would not a required barrier there. The only time a barrier is required is if there is an outfall structure to where the grass carp could escape. Once they are installed they have to stay in that area. They cannot travel to another pond or lake. E7 is the one acre pond, which is in Berwick. There would be no barrier installed there. E8 does need a barrier and E7 no barrier. GC8, which I believe judging by the 9 acres is the pond when you come in the entrance on the left side. They haven't given me a map yet with the golf course ponds labeled, but there would be no barrier needed there. There is heavy hydrilla growth there so it would help control that as quickly as possible. There is also GC10 which is 1.2 acres and a barrier would need to be installed and GC7 three acres with a barrier installed. They took a ride around to look at all our ponds to see which ponds would benefit the most from installation of the grass carp. The stocking rate is 30 per acre. It does require a permit with FWC, which all those costs are included with this, as well. The cost is \$11 per fish. The barrier cost is \$350 per barrier. We will need three barriers at a total of \$1,050 and the carp needed at 30 per acre is 465 carp which is \$5,115 for a total of \$6,165. They also noted the FWC may not allow 30 per acre, so the cost for the fish may be reduced if the permit is lower than 30 per acre.

Mr. Ference: Christine, has this proved to be a very successful way to control the growth with carp?

Ms. Wells: My first dealing with carp was when we were trying to see how we can control the hydrilla growth in the lake. It is highly recommended from people who deal with the carp. I did include in your mailbox an informational piece from UF-IFAS just explaining what carp do and in conjunction with an herbicide treatment it is proved to be very effective just judging from others that dealt with it.

Mr. Ference: Having said that I recommend or I would make a motion that we accept their contract and go forward as soon as we can.

Mr. Costello: My only question is and I have seen and read different opinions on this, could we do like maybe one pond as a test pond and see how that works? Could you talk to Applied Aquatic about that? We have enough growth in these ponds that these carp are going to be huge. I think in the end, I think we are going to have to worry about the carp eating the alligators. There is a lot of stuff out there.

Mr. Plummer: You are totally correct. I have some experience on a golf course that did put grass eating carp in it and after a couple of years you thought there were sharks out there.

Ms. Wells: As you saw in the information piece I gave you they will eat pretty much any kind of plant life they come into contact with. They really like hydrilla, so if we are trying it out on one pond, I would recommend we try it at the pond at the entrance of the community just because there is a lot of vegetation there.

Mr. Costello: Can we talk to Applied Aquatic, and like I said maybe we can use that as a test pond? See if it works out and go from there. I realize it is probably going to be a little bit more because of the fact that we are going to have to apply for these permits and the transport of the fish and all that.

Mr. Ference: How long does it take? Carp are not going to eat them overnight. How long do we have to wait to see if this pond works?

Ms. Wells: They will start eating the vegetation immediately. It would be hard for me to tell, I don't know exactly all the vegetation that is in the pond right now, I can only see what borders. It is going to take a little bit. That six month timeframe seems to be what they tell me all the time.

Mr. Costello: Not only that, Applied Aquatic is going to be in here to treat the ponds. Maybe we can table this until the next meeting. You could talk to Applied Aquatic and like I say maybe we can use one body of water as a test and see how it works out. Maybe wait a month or so and if we see a very rapid improvement we could move on from there instead of spending all the money at once.

Ms. Wells: So, do you want me to move forward with the one or just get a quote on just doing one and bring it back to the March meeting?

Mr. Costello: I will make a motion that we table this until you can talk to the people from Applied Aquatic and then move on next month.

Mr. Deane: Second.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor the quote from Applied Aquatic for installation of grass carp was tabled until the March meeting so staff could have further discussion about possibly doing a test pond first.

3) Consideration of Quotes to Paint Thompson Nursery Road Gatehouse

Ms. Wells: As you can see coming into the community it is definitely in need of a paint job. The three quotes will include pressure-washing the exterior and repairing any cracks, applying primer, and then applying one coat of paint. We received three quotes, one from Bock & Hoeft was \$2,085. We received one from D & D for \$2,700, and then we received a third from Rowny Contracting which was \$2,567.50.

Mr. Plummer: It sounds like Bock & Hoeft won the contract. I make a motion we accept their bid.

Mr. Plummer: Do we know the color?

Ms. Wells: They are very well aware of our color. It would be the same color that would be on there now. It is like a gold color. They know all of our colors.

Ms. Burns: What is the total?

Ms. Wells: \$2,085.

On MOTION by Mr. Plummer seconded by Mr. Ference with all in favor a proposal from Bock & Hoeft to paint the Thompson Nursery Road gatehouse was approved in an amount of \$2,085.

4) Consideration of Quotes to Purchase Meat Slicer for Restaurant

Mr. Costello: Quotes to purchase a meat slicer, we can table that for now.

5) Consideration of 2020 Joint Resident Feedback Survey

Ms. Wells: At the meeting that LA II CDD had on Friday, Mary presented the survey to her Board members and they approved it as I sent it to you. There was just a couple minor changes with taking reference to ashtonliving.net out and reference to directories. We did take out the frequency of visits for the clubhouse and health & fitness center just as it has been the same each year and it really doesn't do much for what we need. It doesn't provide us much information.

Mr. Krumrie: What did we do with last year's survey?

Lake Ashton CDD

Ms. Wells: Last year's survey we did paper copies, electronic copies and then a feedback report was done and submitted.

Mr. Krumrie: Did we make any changes as a result of that survey?

Ms. Wells: We always kind of look at the survey to see if there is anything we need to make improvements on. The biggest thing that Matt and I look at is the roads to see if there is areas of the roads that we need to improve. If there is any concerns of landscaping, any facility type maintenance, things that we need to look into. We also look into activities. There is a question on there that if you aren't satisfied with the activities we provide, what activities do you prefer so that is something that we look at as far as programing and such.

Mr. Krumrie: What kind of changes or what did the survey result in? It is one thing to send out a survey but it is another thing to implement changes as a result of that survey.

Ms. Wells: Like I said we do look at it. If there is any improvement that needs to be made or any activities that need to be done. I know in previous years we have asked about Channel 96 and 732 and found that is the least looked at media so we have since stopped doing Channel 96 I believe last year. So, there are some changes that we made based on the survey results.

Mr. Krumrie: One of the things that I would like to see in the survey as it relates to the staff, I would like some feedback on how the staff is doing in the community. So if something is more specific to the community director, the office manager and things like that. The other thing is I look at the survey questions and there is like three questions in one. For example Nini's at Lake Ashton dining room and patio, I think the patio is cleaned by our staff right?

Ms. Wells: Yes, we are responsible for washing the pavers and the windows.

Mr. Krumrie: And then the dining room could be clean but the curtains are hanging down and broken or whatever so it is not very attractive.

Mr. Costello: You are right on that.

Mr. Krumrie: I think we should look at the questions and not try to answer as three questions in one question. But I am definitely interested in getting some feedback on how our staff are doing in the community.

Lake Ashton CDD

Mr. Costello: Mr. Krumrie is 100% right as far as the drapes in the restaurant. It is time. I think we definitely need and maybe you can look at some quotes or something.

Ms. Wells: I did present some quotes when we were doing the budget workshop in April about taking down the curtains.

Mr. Costello: That is like a year ago. We can revisit that because of the fact that they are pretty old. The ones in here are, even if you look at them they are not new. I realize we are not talking a cheap endeavor here. We are talking about a lot of money but by the same token we do have to keep this place updated.

Mr. Plummer: I make a motion that we approve the joint survey as amended.

Ms. Wells: Do we need to talk about it at a joint meeting then because they already approved it? We did do our own but at one point they said to do jointly. I just had a question since they approved it if we are amending it.

Ms. Burns: I think you can add questions. I think the question was about staff. I would just keep it specific to staff or this facility and not ask for HFC since that wasn't asked for. You can insert you own question regarding Lake Ashton staff.

Mr. Krumrie: The reason I asked that is Christine and I had a conversation about performance appraisal. She has not had a performance appraisal for quite some time, if ever. We need to get some feedback that would help us do a performance appraisal.

Ms. Burns: My point was more that we weren't including the HFC staff in this because that wasn't the direction from their Board that we were keeping it specific to staff for this building.

Mr. Krumrie: Do we need this approved now or can it come after the joint meeting?

Ms. Wells: Mary and I had discussed sending it out on March 2nd and why I asked if we want to wait until the joint meeting or if it's just a change to add about Lake Ashton staff.

Mr. Krumrie: My only reason for saying that is if Lake Ashton II likes hearing suggestions about putting staff questions in there then that might be appropriate to do that for them as well. That is entirely up to them. I just thought it would be easier to do at a joint meeting then here.

Mr. Costello: Since it is a joint survey I think it should be held at a joint meeting. They approved their end of it. We may have additions that we want to make or something
February 10, 2020

Lake Ashton CDD

of that nature but this way we can have both sides in agreement on it and send it out. If you send it out on the 14th I don't think it is going to make that much of a difference.

Ms. Burns: We will add it to the agenda.

Mr. Costello: Christine, do you have anything to add?

Ms. Wells: No that is all I had unless anyone has any questions.

Mr. Ference: All I can say is, Christine, you are doing a great job. We appreciate you very much. Thank you.

Ms. Wells: Thank you very much.

C. Field Operations Manager – Monthly Report

Mr. Fisher: Included in the agenda packet is the field operations report. Any questions? I will be happy to answer. In the meantime, I am scheduling staff to go ahead and take care of the some of the algae and mold on the sidewalks around the clubhouse and on the fascia and soffits. It should take us up until the next Board meeting so that will be completed by then.

Mr. Ference: Matt, thank you for keeping Christine on the straight and narrow. You are doing a great job, as well. The place looks good and is getting better all the time. Thanks.

Mr. Costello: Thank you.

D. CDD Manager

Ms. Burns: One thing to note the tax exempt applications are due March 1st. We are working on adding on all the newly acquired golf course parcels to the applications for both Districts. We will file those and await a response. That is what we are working on. I would be glad to answer any questions anybody might have.

NINTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary B. Combined Balance Sheet

Mr. Costello: Financial reports. Approval of the check run summary.

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

Mr. Costello: Combined balance sheet. We don't have anything we have to do with that.

TENTH ORDER OF BUSINESS

Mr. Costello: Public Comments.

Public Comments

A resident: Back to the restaurant. Whoever wrote the contract for this past debacle does not get to work on the lease this time. Why don't we write one that has everything it in that you all have been complaining about so that we have a restaurant when the snowbirds leave? Every year the people that are here over the summer have no restaurant because everybody else was unhappy. Let's write a lease that says what you want it to say and let's send more than one person to present to whatever restaurant you think you can get to come here.

Ms. Goldstein: Good afternoon. I think all the commissioners received a letter and I apologize that I only sent you a copy of last year's permission slip for the parents because it is May when they are going to have the prom so that isn't completed yet. Did everyone get a copy of the letter? Do I need to read it for you? No. Ok. You can see where they have to earn the right to go, it is not just a given to attend the prom.

Mr. Deane: On your request, do they need half the ballroom or the whole ballroom?

Ms. Goldstein: There will be about 150 people so that is going to be up to Matt. When I get the official number I will talk to Matt. It is a Saturday morning. So, I don't think anybody is going to be in here at that time. Is that correct, Christine? She was the one that gave me the availability days.

Mr. Costello: Just for clarification so that everybody knows what you are talking about at this time, let me read the letter. It says, Dear Board of Supervisors, I am here today to ask the Board to waive the fee for use of the ballroom to allow Victory Ridge Academy to have their prom at Lake Ashton. The date given to me for availability is May 15, 2020 from 10:00 a.m. to 2:00 p.m. Also to allow the school to come in the night before to decorate. I have included the parental permission letter that explains the criteria the children need to meet in order to attend. Thank you for your consideration. It is signed by Ms. Goldstein. I believe that just about everyone here attended Monday Morning Coffee when the Victory Ridge Academy was here. We realize what is going on there.

Mr. Deane: I make a motion that we waive the fee for their prom.

Mr. Plummer: Christine, is the ballroom available the night before?

February 10, 2020

Lake Ashton CDD

Ms. Wells: On Thursday there are square dance lessons. We did reach out to Keith Stevens and asked him if it would be ok for them to decorate while they are square dancing and he indicated it would not be a problem.

Mr. d'Adesky: A couple questions before we vote. Is the school a non-profit and they are paying for the cleaning of the room?

Ms. Goldstein: Yes. They will stay and clean. They bring their own food and there is no alcohol. Is there anything specific you need done? Christine and I can get together and you can tell me what needs to be done.

Ms. Carpenter: I think the Board needs to consider any cost that the District incurs for cleaning if there is anything in excess of normal. They can clean up after themselves, but, Christine, I don't know if there is anything extra we do after an event of that size with garbage and everything else. Waiving the fee is good, we just don't want to have a cost borne if it is excess by the residents.

Ms. Wells: If there is any additional cleanup it is usually deducted from the refundable damage deposit that is on file for any given event.

Mr. d'Adesky: How about do a deposit that is refundable? How much is it usually?

Ms. Wells: Usually the deposit is \$1,000.

Mr. d'Adesky: Do a reduced on at least something.

Mr. Deane: Maybe \$500 and 100% refundable?

Ms. Goldstein: I think we could get sponsors to help with that. The school would not have that kind of money I don't think.

Ms. Wells: It would be refundable. It would just need to be paid in advance. We get that question all the time, can you hold a check. We don't. We deposit it and then we reissue a check.

Ms. Carpenter: I think that protects everyone.

On MOTION by Mr. Deane seconded by Mr. Krumrie with all in favor the rental fee for the ballroom was waived with a \$500 refundable deposit for Victory Ridge Academy for their prom in May 2020 was approved.

Ms. Goldstein: Thank you for your consideration. I appreciate it and the school will, too. Mr. Costello: We hope they have a good time. A resident: Lot 412. First I would like to commend the Board on the selection of the new engineer. Looks like he is on top of the pond issues and the flooding on Dunmore. I am anxious to hear what he has to say on that. Several years ago we approached the developer about having a fountain in the main pond out front by the Thompson Nursery Road and they showed no interest in putting in a fountain. I am thinking that might be something you would want to consider in next year's budget. I think it would enhance the beauty of the development. Lastly I would like to be included in the joint meeting on the 13th of March to present both Boards with a petition that has been circulated regarding the CDD Board for our community. Thank you very much.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests/ Supervisor Open Discussion

Mr. Costello: I have a couple of items myself. One of the things that we have noticed is that the golf carts in the community and I don't want it misunderstood that we want to legally patrol all of the golf carts or anything, but we would like to put some sort of identification for the carts. We have had situations where the golf cart has broken down. It is left on the side of the road. We have no way of identifying the thing. It was brought up at CDD II meeting on Friday. Is there anything legally that we can do in order to have these carts identified?

Mr. d'Adesky: We have zero actual authority over that. The only thing we could do is voluntarily ask people to comply with something with zero ability to enforce it.

Ms. Burns: I think related to the roads there was some discussion at Lake Ashton II that was related to use of the cart paths and bridges and parking lots. That is what that discussion was related upon. They did approve a registration that if you were going to be using the cart paths and bridges you had to register your cart.

Ms. Carpenter: It also is something that helps the cart owner that if it is broken down or someone sees it somewhere where it shouldn't be, it can help them at the same time. We will talk to Lake Ashton II.

Mr. Costello: It is not just breakdowns. Within the last few weeks or actually last week or so we had a scenario where a situation where Mr. Robertson, the Chairperson for the other CDD, was right outside here and darn near got run over by the thing. We

February 10, 2020

Lake Ashton CDD

also had one stolen out of Lake Ashton recently. We are more or less just trying to help the people. Maybe you could look at it legally.

Mr. Plummer: I think that LA II also, their program there is no cost to the resident. It is just a matter of doing the paperwork and receiving the identifier.

Ms. Burns: The language in the policy that they adopted and was shown to this Board today is all golf carts must register at Lake Ashton II Health and Fitness Center which includes signing a liability waiver and display of the appropriate decal when using any of the amenities within Lake Ashton. This would include cart paths, bridges, parking lots and the golf course. If not properly displayed the golf cart owner will be asked to leave the venue. That is what the language of that is.

Ms. Carpenter: Will Lake Ashton II be setting up stickers for the use of the golf carts for the entire community?

Ms. Burns: Yes.

Ms. Carpenter: That should cover the concerns on the roads here.

Ms. Burns: Correct.

Mr. Deane: My suggestion is you make the people put the lot number on the cart.

Mr. Costello: Anybody else have anything? Ok we don't have Bob here.

Mr. Plummer: In the absence of Bob I make the motion to adjourn this meeting.

TWELFTH ORDER OF BUSINESS

Adjournment

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

Assistant Secretary/Secretary

Chairman/Vice Chairman

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

A special meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Friday, February 28, 2020 at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Mike Costello **Borden Deane Robert Plummer Bob Ference** Harry Krumrie

Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary

Also present:

Jillian Burns Jan Carpenter Edward Brandt **Christine Wells** Numerous Residents **District Manager** District Counsel Lawyer **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 **Approval of Meeting Agenda**

Mr. Costello: We need a motion to approve the meeting agenda. Before we go any further, I would like to make a motion that we move something up to where our attorneys can give a history to what is going on and where the problems lie.

Ms. Carpenter: I would also suggest moving up number 5 – Consideration of the Request of the Current Restaurant.

Mr. Costello: Okay.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor the meeting agenda was approved as-amended.

THIRD ORDER OF BUSINESS

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)

Mr. Costello: We have public comments. We have one request from Steve Realmuto.

Mr. Realmuto: Lot 1031. I will keep this very brief in consideration of everyone's time. I hope it is obvious, but the definition of insanity is repeating the same thing and expecting a different outcome. I just want to urge you to get off the merry-go-round and do something different with the restaurant. It is time to consider much more. I don't want to say radical, but substantial ideas or changes to change what has been happening every year since the developer's restaurant left. Every two years we seem to be getting a new restaurant for various reasons. You really need to consider other ideas such as perhaps owning the restaurant and having a management company operate it or something else but if you repeat the same process we are likely to have the same result. Thank you.

Mr. Costello: Alright. Jan, if you could present us with what you have.

FOURTH ORDER OF BUSINESS

Discussion Regarding Plans for Future of the Restaurant

- A. Overview of Restaurant History
- **B.** Options for Future Restaurant Operation

C. Supervisor Discussion

Ms. Carpenter: I guess first let's start with the current restaurant. Is Mr. Bryant here? The attorney for the restaurant had said that he was going to come. I don't see him here. I will fill in what we understand he was going to say. When he received the certified letter terminating the lease, he wrote an email to Andrew indicating that he thought his client would be amenable to terminating the lease well before the 90 days with the return of the security deposit. He called and followed up with Andrew and said that if she could get the security back she would leave quickly. I think the Board should consider that under the assumption, that is still a current offer. That was just a couple of days ago when he called. Given the situation now with lack of insurance and all, it seems from a liability perspective it would be in the Board's best interest to terminate that lease, and perhaps delegate a Board member the ability to go over the inventory and the

decisions needing to be made for return of the lease or portions thereof. I think that is probably the first thing for the Board to consider so the Nini's lease can be completely dealt with.

Mr. Krumrie: Do we have a date?

Ms. Carpenter: No, we don't, that is why I was looking to see if he was here. I guess that would have to be negotiated. I got the impression it would be as soon as they could get things wrapped up, get the inventory done, and all the things necessary to return a lease.

Mr. Krumrie: Because there are some things out there. For example March 17th, they have a show in the restaurant.

Ms. Carpenter: We will just keep repeating what we have been saying, without the liquor liability and the other protections that the lease affords, the District is at liability for as long as they keep running and are in possession of premises owned by the CDD. If there is an issue, the CDD would be sued and would be responsibility for failing to require them to have that and could have monetary damages and those would be assessments on everyone.

Mr. Krumrie: I understand that, but she has received deposits from residents here to attend a show, so how is she going to return those deposits?

Ms. Carpenter: We will have to get with her attorney to come up with an agreement as to how she is going to wrap up to make sure there is no remaining liability. Same with timing, return of the lease and that is where we suggest delegating to one Board member so those kinds of things can be wrapped without need for another meeting if possible.

Mr. Deane: I think it can be done, but it is going to take some time. We have to take an inventory. I know they have been cleaning the restaurant as per normal and they have been doing a good job of that. The inventory has to be taken, and things like that. Maybe we set a date here that it could be wound up by March 30th.

Ms. Carpenter: It could very well be after that because we also have to make sure there are no outstanding invoices so if she leaves, the District is not hit with a bill that is unexpected. It probably would take a little bit of time, but any reduction from the 90 days would certainly be a good thing in our view from a legal perspective.

Mr. Deane: I think it can be done, it is going to take a little bit of time.

A resident: Has anybody talked to Nini's directly?

Ms. Carpenter: Just so you know, their counsel contacted us. We don't talk directly to the client. It is prohibited by ethics rules. The attorney now is representing her. Just so the Board knows that is who we are talking to.

A resident: The attorney is on his way.

Ms. Carpenter: In the meantime, if he is here and the Board wants to hear from him, is that what you would like to do? I will give you quick history of what has gone on at the restaurant for background.

Mr. Costello: That would be good.

Ms. Carpenter: For the Board members, most of you probably know this, but for the residents and the Board members that don't, the facility, the ballroom in the clubhouse, was built primarily with bond proceeds. Bonds were issued back in 2005/2006. The developer ran the restaurant as an amenity for his sales. He ran it. He always claimed he ran it at a loss. The District in about 2011 or so terminated the developer running the restaurant and began leasing the restaurant. There has been lessors that we have written leases with. The Plaza Café ran for about a year in 2011, defaulted in 2012. The Cayenne Group had leases in 2012/2013 and it was terminated in February 2014. Jose Restaurant, 2014 and there were multiple defaults and breaches. Fire Restaurant 2015 with a renewal through 2018 and then Nini's began in 2018 with breaches. Just the history of the current lessor we have never received the insurance, or any of the requirements to move in and occupy the premises.

Mr. Costello: Could you explain that because I know, but I have been told that there was an insurance policy put out by her through the internet, and could you explain the different insurances that she is not in compliance with?

Ms. Carpenter: Sure. There are a number of insurances that you have to have for running a business, which the District requires, and just about all landlords would require some additional umbrella policies and other things. This is about the least we could ask for to be reasonable for a facility this size. The policy is her general liability insurance policy. That covers the slips, the falls, property damage and all the basic things like you have on a homeowner policy. That is your property insurance. The second requirement and it is a requirement of law is workers compensation insurance. That is required by the

state so that her employees are covered by workers compensation should they be fired or have any other event that under the law needs to be covered by the workers compensation laws. That one we have not received. So that is state violation as well as a lease violation. The District, when we know we don't have these things, we are put in the position of hey, we know someone is violating the law and we are letting them stay there. That is one of the reasons we need to get this terminated as guick as we can. The third and probably the most serious from a liability and cost perspective is liquor liability. You have all probably heard if somebody gets overserved or drunk and goes out and hits someone the person who overserved them is liable. There are insurance policies that cover specifically that. We do not have that policy. Serving alcohol without an insurance policy is a huge liability. Again, the District is aware of that. We have asked over and over and over in writing and verbally, we have been promised it, and we have never seen it. We have asked her lawyer for it. We have never seen it. Again, the District is being faced with a liability for them not having it, and also for the knowledge that we know they don't have it, or at least have been unable to provide it. That is a very big liability because if someone is hurt, the District could be sued and would probably be liable because she doesn't have insurance. They would come after the District. I don't want to guess, but I would think any insurance of the District would not want to cover something that should have been covered somewhere else. I would see a coverage denial probably pretty quickly.

Mr. Costello: Would it be true that the argument more than likely would be that since we had not enforced our contract of her having insurance that we would be liable?

Ms. Carpenter: Yes. That would be the argument that would be made and it would probably be very tough to get around that. That is just my gut feeling, and again I don't want to say a whole lot more, but the District has been more than reasonable with her saying she has it, but you get to the point when you don't have it, we have to enforce the lease. If she had, there is no reason why we wouldn't have it or why her lawyer couldn't have provided it to us. Those are the different types of insurance policies. The one that we saw, the picture on the internet was just the liability policy.

Mr. Plummer: Isn't there a fourth policy, as well, required in the lease? Aren't there four policies in the lease?

Ms. Carpenter: I think we asked for an umbrella to raise the amount to cover. The umbrella, basically as you all know, an umbrella policy that a lot of folks have is to increase the limit to make sure the limits are high enough. Generally, commercial policies you can buy a very low amount that wouldn't cover a normal slip or fall accident.

Mr. Costello: How much of that has she complied with, as far as giving us proof of insurance?

Ms. Carpenter: We have only seen the general liability. We have not seen the other three. I know there have been some meetings and discussions with getting this into compliance, but it never happened, so that is why the Board acted to terminate formally because we just got to the point of there is no more talking. The Board had to take action.

Mr. Plummer: The one that we have seen, have we seen that because she turned it in to us?

Mr. Deane: She gave it to us.

Ms. Carpenter: That is really where we are. That is the history. Since we are still waiting, I will get into a little bit of some of the issues of the restaurant and leasing. Because the facility was built with tax-exempt bonds, there are issues associated with making a profit. Profit rules, management agreements have very specific rules that if you don't follow those rules you could lose the tax-exempt status of the bonds. Any structure of leasing and management we need to run past bond tax counsel to make sure that the amount of profit, the amount of bonds used to build that facility don't rise to a level that would cause the bonds to be taxable. Those rules have become a little more stringent and are being observed more recently. The management contract rules have been revised and there has been some guidance on those. If the Board runs it themselves they don't run into, because the Board generally does not own it themselves and is a governmental entity, but for private, we would suggest that any other type of arrangement we need to run it past bond counsel. The bond counsel who did the original bonds unfortunately passed away a year or two ago, so his office would probably have to get up-to-speed. I think some of his associates or partner dealt with the last one. That would be the recommendation is either that same firm or another firm take a look at whatever structure comes up that would be different to make sure there is no issues there on the bond tax compliance. That kind of wraps up the restaurant in five minutes or less.

Mr. Costello: Does anybody have any questions?

Mr. Ference: Is that an argument in favor of?

Ms. Carpenter: I think your question is that an argument in favor of running it ourselves? No? I think yes, it could be, but I think that is probably an analysis that should be done anyway at this point, so the options are out there and the Board knows those options. Just considering a management contract, that is where you hire someone to come and manage that structure is something that has to be run past bond counsel, so that would be a little bit more expensive in putting together a management contract. It is probably an analysis that we should have done anyway because it has been quite some time since the District went through this concept with structuring the restaurant.

Mr. Ference: With your experience with other CDDs, other communities, have you found there is an advantage or disadvantage to the community running the restaurant?

Ms. Burns: So, you are really looking at three options.

Mr. Ference: My question is in your experience with other communities, have you found that there is a more favorable answer to the question as to who should run the restaurant? Has there been more success one way or the other, or how do you determine that there is a better choice?

Ms. Burns: If the District decides to operate the restaurant themselves, you are more at a risk for mitigating the losses. You are financially responsible for the losses.

Mr. Ference: My question is, what do other communities do?

Mr. Costello: I think what Bob is trying to say is where have you found success? Have you found success in having somebody manage the restaurant, or have you had more success with people bringing in outside entities as we have?

Ms. Burns: Sure. I think it depends on what you are looking at. Are you looking at stability or are you looking at all options?

Mr. Costello: Stability, number one. Personally, I think that we are sick and tired of seeing the revolving door. Quite honestly, they want to see people come in here who are going to be part of the community. I am not trying to say that any one of these groups that were listed didn't try to become a part of the community.

Ms. Burns: It is a cost benefit. You would have more stability if the Board is operating it themselves; however you are open to the losses. If the restaurant is operating

at a loss, it is not a tenant who has those losses, it is the District. The residents would essentially be supplementing that restaurant if it is operating at a loss. With a lease option you are not on the hook for the losses, if you are looking for stability versus cost.

Ms. Carpenter: Bob, I think the answer is it depends on the CDD. If the District wants to hire a manager and say our fixed cost is going to be this much money, and we are going to hire a manager and they are going to run it, that is one way to do it. You lose some control. You have some tax issues, but your cost is fixed. The District chooses to run this the way we want it, open the days we want it, then the answer is to run it yourself. It depends on the community, the number of users, and the amount of control that the District wants and what works. It is different for every District and the type of District and the size of the facility. This one is a little bit different than most because it is a very large facility as opposed to a snack shop or snack bar, which is more typical.

Mr. Ference: So, are you saying if we ran it we'd be exempt from property taxes? Ms. Carpenter: No. That is separate from the bond tax-exempt opinion I am talking about. Property taxes, we would file for an exemption. The property tax appraiser for Polk County, given history, would say no, you are still making a profit. We would challenge to try to show that it was not profit-making. If we could win that challenge, then we would not have property taxes. It is worth the argument, but there is no guarantee. They may say you're running a commercial operation, so you have to pay but it certainly is worth the argument particularly if we can show a history of losses.

Mr. Costello: My question also on this would be as far as the liquor license goes, I think that would become a rather large part of the equation in the fact that selling liquor today you are taking a major risk, putting yourself in jeopardy a little bit there. Would we be able to get the protection for the residents that we know we want them to have?

Ms. Carpenter: With the liquor liability, again, that would be getting the right policy and for a decision of umbrellas and whatever else the District could get to add the protection. It probably would be somewhat similar to having somebody in place because the District would always be named in a lawsuit if the lessor or manager or your own person was running it. When you own the facility as a landlord, you are probably involved no matter what, so it is really a matter of the amount of protection the District wants to pay for and the amount available in the marketplace that we could get.

Ms. Burns: The policy that we just got Lake Ashton II was about \$2,000. It was about \$2,000 to get the liquor liability policy added to their insurance just for an estimate.

Mr. Costello: Nobody wants to collect on insurance, but on something like you could have major problems.

Ms. Carpenter: We would certainly recommend that we seek out to see what umbrellas and what else is available that wouldn't disclaim the liquor liability portion of it because it is hard to fit that in. I think Mr. Brandt is here. Come on up. I work with Andrew. He is not here today. I think I presented what you discussed with Andrew, but it is great that you are here so you can present it better than I did.

FIFTH ORDER OF BUSINESS

Consideration of Request from Nini's for Early Termination

Mr. Brandt: Good morning. I have had extension conversations with email, personnel, with Mr. Krumrie, with my client, Sandra Joyner, who manages Nini's Café. There has been some misconceptions that have been brought to my attention. I just want to clarify this. At no time have we voluntarily surrendered for lack of a better word the lease. In other words, Mr. d'Adesky and I, and it is probably known to a lot of people and that is okay, because sometimes when lawyers discuss things we are not allowed to broadcast our clients and in that situation it was never brought up to my knowledge about, this is confidential and it is just something that I have been told, that Ms. Joyner was willing to just give her business away and just leave the lease. I can't discuss some of the negotiations that we had in place. Negotiations you know, nothing is set in stone, but it was a surprise when Ms. Joyner sent me the letter informing me about the rumor on the eviction. I am not sure she has been served yet. It was supposed to be a 90 day eviction notice. I read the lease in entirety and I don't think there is necessarily per se anything wrong with that clause in the lease. She did sign in. I heard something when I walked in about liquor liability and insurance issues and to my knowledge, again Ms. Joyner has provided to me all the necessary insurance documents, but that is neither here nor there. I get what the end game is here, now you want to replace Nini's Café with someone else, a management company or something of that nature. I get that. We get that. However, we are still trying to negotiate a way pursuant to my last conversation with Mr. d'Adesky and Ms. Joyner, a nice separation, if you will, an amicable separation where

I don't want to get in to the details, but in other words she wouldn't be running Nini's Café in here anymore. On the other hand, though we would be pursuing a complex and long litigation, there are lot of issues that I talked to Mr. d'Adesky about. I am sorry he couldn't be here today, but none-the-less, I wish we could talk about that, but again, the Board is making a decision today. I think that the Board, with all due respect, needs to inform us as to the nuts and bolts of my conversation with Mr. d'Adesky. I think that is only fair to Ms. Joyner and quite frankly it is fair to everybody, full disclosure.

Ms. Carpenter: Andrew's office is next to mine, and the discussion which I presented to the Board was that Nini's Café would agree to leave early with a return of the deposit, her security deposit.

Mr. Brandt: That has been floated around and that was likely at a time or plausible a decision that we come to, but again without talking with Mr. d'Adesky...

Ms. Carpenter: I am going to cut off there. The Board has terminated the lease pursuant to the lease and sent the required notice. There really has not been any other negotiation. I know you have spoken with Andrew and I have a copy of the email and spoke to him. The suggestion was that she leave early for a return of the security deposit. I think if there is other issues, or other possibilities, the Board would like to hear them, but any discussion about settlements, I think we are past that in that we had several proposals that didn't work, so the Board had to take the termination route.

Mr. Brandt: That is understandable. A lot of decisions were made without my advice of counsel. I spoke with Ms. Joyner and explained to her some avenues we could take, withdrawal strategy for lack of a better word. She is not going to stay here, that has been determined just by the circumstances as they are. I feel we still have worked on that, and again, a settlement is perhaps too generic a term to use, but she would leave and you would find someone else, maybe a management company or another private entrepreneur, I don't know. That is beyond my realm. But, at this point I think I would like to speak to Mr. d'Adesky, and you as well, Ms. Carpenter about possibly talking about the return of the deposit, getting her out of here, the sooner she is gone, the sooner you can find someone else to replace her. She has 90 days.

Ms. Carpenter: That is what we presented to the Board. I spoke with Andrew just before I came in here, and at length and that was the message when you weren't here

February 28, 2020

Lake Ashton CDD

earlier to the Board, the proposal was she would leave before the 90 days with the return of the security deposit. We don't have any authority to negotiate anything without the Board okaying it, so if that is what you are presenting, the Board can consider that, and decide yes, that is the right thing or subject to inspection the typical items. That is what we would ask the Board to determine. Andrew and I don't have authority to make those decisions. That was the last proposal we had, so if that is it, the Board once you finish with anything you would like to add, they can certainly consider that and come up with a way to make this as easy as possible for your client.

Mr. Brandt: And for you all, as well. I am not here just to overwhelm what the Board is doing here, of course, that was never our intention. There was hope for a resolution. Obviously, the resolution didn't work as we would have liked it to work out, but be that as it may, the offer for lack of a better word, being the security deposit and she would be out of here, it is not any more difficult than that. I don't know if the Board gets to take a vote for that or exactly how they want to deal with this, but I think it would benefit everybody. It is win-win situation. She will leave. There will be no more issues about this and emails about that. I am getting 900 emails about a newsletter being published for a meeting. All that drama. It is tiresome.

Ms. Carpenter: We all certainly agree, and yes, there has been a lot of misinformation and all that. I guess the way it normally works is you present it, and then I guess does the Board have any questions for him?

Mr. Krumrie: Do you have a date in mind?

Mr. Brandt: Well, I would imagine Ms. Joyner for less drama, pursuant to my conversation with her I would say half the time, 45 days I think, would be fair and I am looking at both here. You all can be fair to her. Again I think 45 days is half of what you originally wanted or half is what she is required to do and furthermore you can move on.

Mr. Costello: One of the things that I questioned, you are saying that she has the liquor liability insurance. Can we get a copy of it? You are saying you turned it in and our attorney is saying that we haven't seen it. Quite honestly, the liability shouldn't be on our shoulders. It is something that the people, the residents of this community deserve the protection of knowing that she has the insurance.

Ms. Carpenter: To date, all we have is the liability policy so if you can get that to us, I think the Board, upon receiving the other insurance, it would certainly be a condition, now having the proper insurance, to stay in place.

Mr. Brandt: Understandable. I don't know why it was not sent to you all. I will obtain that as soon as possible. My knowledge is there is a liquor liability policy. At this point any proof of insurance, lack of a better word would be moot because once she is out of here, liability on her is gone.

Ms. Carpenter: But, if she is still operating for another 30 days or so, we still need to make sure.

Mr. Brandt: I understand there is exposure. Again, she is not here in this room. I can talk to her about it. I can get it to you all and we can go from there, however, you want to do it.

Ms. Carpenter: I don't mean to cut you off, but I think my suggestion would be for the Board to consider the offer and accept it conditioned upon her staying with the liquor policy, and perhaps delegating to one Board member the terms whether it be 30 days, whatever days, to have the least impact on the community for her already booked items, and 45 days from the day of the letter would be about the end of March, but again, as someone mentioned there are things that are booked, so a day one way or the other, it is the kind of thing I don't think you or I can decide exactly what day. One day, one way or the other, might make a big difference. Those are my thoughts on how best to get an approval for this.

Mr. Krumrie: Can the Board buy liquor liability insurance and name the restaurant as the insurer and us as the additional insured?

Ms. Carpenter: Unlikely not, because the policy is in her name. We can certainly find out if she is not paying. Is there a way for her to get it and we pay it to keep her in place.

Mr. Krumrie: If we are that concerned about the next 45 days, then let's get our own insurance.

Ms. Carpenter: And that is where I say let's have somebody so we can work through these details to see if there is a way to keep it.

Mr. Costello: The attorney has said that he has been told she has the insurance.

Lake Ashton CDD

Ms. Carpenter: We have heard that for months.

Mr. Costello: I realize that, but all I am saying is give us proof of the insurance, or give up the liquor license and stop serving liquor. It is the only other choice.

Mr. Brandt: Liquor licenses are not free. They are usually about six figures.

Mr. Costello: I realize that, but insurance isn't free either, and quite honestly, if she didn't pay for the insurance and we end up with a problem, the residents of this community are going to end up eating the bill due to the fact that she didn't comply with the insurance.

Mr. Brandt: Exactly, but again, we are talking about what if's and what could happen.

Mr. Costello: If you didn't worry about what was going to happen, you would never buy insurance for anything. Nothing. You wouldn't have car insurance.

Mr. Brandt: Again, what you are talking about, sir, is that basically I will get the liability proof of insurance, but I don't think it is a proper punishment to lose her liquor license.

Mr. Costello: I will tell you what, you are in the business of defending people on stuff like this and quite honestly, you have never heard of cases where somebody went out of a bar and got in a crash. Unfortunately some person lost their life and their family came back and said we want a few million dollars. You think that people in this community that we are trying to protect should sit back and accept this liability? I don't.

Mr. Brandt: And that is a great point you make. I will look at getting the insurance proof to Ms. Carpenter or Mr. d'Adesky.

Mr. Costello: That is what we are asking for. Proof of liability on the liquor license.

Mr. Brandt: Not a problem. I'll look into it, but again, when that is taken care of, we also would like to revisit our discussion regarding getting her security deposit back, etc., and calling it a day. I don't think there is anything egregious to either party about that.

Ms. Carpenter: Okay, thank you. The Board finished with questions? I think that is probably maybe the Board wants to discuss things a little now. Bob, do you have another question for him?

Mr. Plummer: Are we to understand that you are speaking for the owners of Nini's that they want to terminate their lease hurriedly?

Mr. Brandt: They don't want to have their lease terminated period.

Mr. Plummer: That was not my question.

February 28, 2020

Lake Ashton CDD

Mr. Brandt: If you give me a chance I will answer it. People jump to conclusions by way of these late night newsletters. I am getting abreast at 9:00 p.m. at night, 12 hours before the meeting, had to read them over, analyze what the meaning is behind them, and as far as there was never a volunteer to leave the establishment, but the fact of the matter is sometimes you have to take your ball and go home. That is basically what I am going to do here. Nini's is basically having to close up shop here. What I am suggesting is that within 45 days, she will no longer be here in any capacity and provided she provides proof of liquor liability insurance to everybody's satisfaction, then I don't think we are asking too much for a security deposit to come back to Ms. Joyner. That is my position. That is our position from the get go since she thought she was being evicted. To answer your question fully, we didn't know about the eviction notice since until I was informed approximately around Valentine's Day from Ms. Joyner that she was being indeed evicted. At that point, I was in conversations with Mr. d'Adesky.

Mr. Deane: Sir, we always return deposits for every person who has rented that restaurant, and they are no exception once the inspections are done and the inventory is taken, the deposits will be returned. As long as we have proof that all the bills are paid and everything else.

Mr. Brandt: That is reassuring, I appreciate that, sir.

Mr. Deane: That has always been done. I have been on this Board for eight years and we never held up anybody's deposit.

Mr. Brandt: Then it was a moot point for Mr. d'Adesky and me to discuss that matter if it was going to be a typical business as usual type operation.

Mr. Deane: That is correct.

Ms. Carpenter: Okay, thank you and I think we will let the Board talk a little bit. You can sit, so you are not standing in the hot seat. It does seem that the issue is they are willing to leave early, so does the Board want to agree to early termination, and then delegate to someone to help set a schedule with us and Mr. Brandt and Nini's of when they are going to leave, when the inspections will be, so they can know exactly when the deposit will be returned and how that will all work. I think that is what is being asked now. The Board needs to decide if they would like to accept the early termination and then delegate to someone the authority to work with us. We will try to keep the lawyers out of

it as much as possible, but to work out the day, the timing, and the return of the deposit for the inspections and all to work with staff.

Mr. Plummer: Are you asking for a motion to accept?

Ms. Carpenter: Yes, a motion to accept the offer to leave early and delegate to a Board member to work with staff to set up inventory and come up with the deposit to be returned or if something isn't returned why and to help confirm that the bills are paid, and everything needs to be done to finish up the termination. There are always those little pieces that we don't want to have to come back and have a full Board meeting for a piece of equipment or something.

Mr. Costello: I think that after the last one left that we did have a situation where we had to pay a substantial amount of money in order to have it cleaned and everything else. Quite honestly, we did deduct that from their deposit. I think that this restaurant here, I hope and I think they are going to leave it in the same condition that they found it in. I don't think that they are going to be leaving us a mess that we were left last time.

Ms. Carpenter: I am not intimating that it is not going to be returned, I am just being the lawyer that has to say we need to make sure that there is someone to help staff document what is going back and why.

Mr. Deane: I will make that motion.

Ms. Carpenter: We need a person to be delegated to that job.

Mr. Krumrie: How do I verify that she has paid all her bills?

Ms. Carpenter: You would work with staff for what the various bills are and ask to see copies of the last statements.

Ms. Wells: I would think it would just be rent.

Ms. Carpenter: There is nothing else they are paying?

Mr. Costello: Christine, do you have copies as far as the inventory of what is in the restaurant?

Ms. Wells: Yes.

Mr. Krumrie: You are saying that I have to make sure that they paid their food bill? Ms. Burns: No, we didn't do that. I think what inventory we are talking about is the CDD owned plates and things like that.

Ms. Carpenter: Everything that is left in the inventory that there is nothing that has an outstanding invoice. She should be able to know what would come to the District, as opposed to the restaurant operator.

Mr. Costello: We have a motion on the floor. We need somebody to take up this?

Mr. Deane: The motion is to accept their proposal for early termination and we will return the deposit once we perform all the activities that have been performed in accordance with the lease, that is taking inventory and invoices and making sure everything has been paid for properly and everything else. Harry is the one that is designated to do it.

Ms. Burns: And 45 days from the date the letter was sent is March 27th.

Ms. Carpenter: I would recommend that whoever is delegated also has the ability to move that date a few days either or so they can make sure it is not disruptive.

ON MOTION by Mr. Deane seconded by Mr. Plummer with all in favor an early termination date with Nini's Café with the return of the security deposit in accordance with the lease agreement with Harry Krumrie from the Board of Supervisors acting as a delegate to work with staff was approved.

Ms. Burns: I think the next thing would be discussing moving forward on what the Board's desire for another lease, an agreement with a restaurant management company, operating the restaurant yourselves, and if you want to do a workshop to discuss these moving forward, or have further discussion today what the plan should be moving forward. The lease option would be a RFP similar to what we have done in the past. We would also could do a RFP option for a restaurant management company and also have Jan look into if you wanted to do that, the tax liability issues that she discussed and then the CDD operating the restaurant would be another option, as well. Those are kind of the three areas we can look at.

Mr. Costello: We have already heard an overview of the history.

Mr. Deane: I think that it is time that we take over the restaurant ourselves. That is my opinion. We have not had success with an operator. It is my opinion that we should get the liquor license for the CDD because I believe that with the liquor, I know this is a drinking community. We should be able to at least bring it here, and I think that is the procedure that we should move on. I am open to any suggestions from anyone. Mr. Costello: Bob, how do you feel about it?

Mr. Ference: I think Borden makes very good sense. Trial and error. Nothing is written in concrete forever, but I think this may be a very viable and logical step to take since the history we have had has not been successful. So, I think going forward with a new model might be warranted. I think it makes a lot of sense that having had the experience with this new model of managing it ourselves. What are we to lose?

Mr. Plummer: Well, it is obvious we have not had success with what we have been doing. I agree with Bob, it is time to look at something new whether this proposal is the new route, I am not sure I totally understand a restaurant management company. I would kind of like an explanation if you could give me one in that regard, Jill.

Ms. Burns: There are companies we could hire. I believe in talking to George, it was an option that was looked into before Nini's was hired, and they got a quote that I think he said off the top of his head was around \$80,000, so if you are looking for a cost that is just a rough estimate of an annual contract for a company to come in and provide the management for the restaurant, they would hire the employees and oversee the restaurant, so the District wouldn't have the direct employees of the restaurant. You would hire a company to oversee that similar to how you operate this facility. You hire GMS employees to operate this facility. The District doesn't have the liability of having the direct employees. It would be more of that structure that this Board has looked at in the past as opposed to hiring a chef directly. That person reports to the Board. You would hire a management company that would oversee the operations of the restaurant. It would give you more input with regards to say the menu or hours because that could have Board input whereas right now if you are leasing, that is somebody else's business. They are purely our tenant. If you hire a management company you would have a little bit more input on some of those issues on the operation of the restaurant as the manager would report to you guys, but wouldn't necessarily have day to day operations or the exposure of owning those, of hiring those employees directly.

Mr. Costello: Did that \$80,000 include the restaurant and liquor, or just the restaurant?

Ms. Burns: We can get some proposals or ideas, put some options together. If you want us to come back with additional information, perhaps some quotes on what a restaurant management contract would look like, I think that is a blended option between

February 28, 2020

Lake Ashton CDD

the two where the District still has some costs associated and some liability for losses but not necessarily direct employees of the CDD.

Ms. Carpenter: I am going to jump in, as I see we have Borden who has a lot of experience, perhaps while GMS is looking into a management contract Borden could sort of rough out for the District a budget if you hired a manager and employees because I think you could probably guess numbers of employees and all. Just very rough numbers, so if we hire people this is what we think it would cost for the first year and then a management contract to kind of look at the two, to see and again, it would be very rough numbers until you actually brought somebody in and figured it out. It might help just from a broad brush of looking at those two options to give the Board an idea of where you might want to go with it.

Mr. Ference: Jill, are there management companies that you are familiar with in our county who are doing just that? Is there a community that has a management company running its restaurant in our area?

Ms. Burns: I don't know of in Polk County specifically.

Mr. Ference: In the general area? What has your experience been in other communities?

Ms. Burns: Arlington Ridge hires the employees themselves. They have gone through several options.

Ms. Carpenter: Arlington Ridge is in Lake County and it is probably the most similar CDD we can think of with a large facility golf course. They went through the process and ended up hiring their own after having a management company running golf and the facility for a while.

Mr. Deane: Let me try and understand this management company. You are talking \$80,000 over and above the cost of labor, the cost of food and everything else so what you are talking about is adding an \$80,000 expense to the operation of the restaurant.

Mr. Costello: Yes, but you have to understand that anybody who would run this restaurant, I would hope would be able to expect an \$80,000 a year salary, so even if we come down to a breakeven situation, we win as long as we can keep these people within this restaurant and maintain them for a long period of time and we don't go through this every two years.

Mr. Ference: Again, what you are saying is this restaurant, they have been successful with a management company?

Ms. Carpenter: They had a management company for years but then they decided to do in house.

Mr. Ference: What is the result?

Ms. Burns: They operate at a loss. The residents subsidize the restaurant through assessments.

Mr. Ference: With the management company or since they have taken it over?

Ms. Burns: Since they have taken it over. It operates at a loss now. There was a loss both ways.

Ms. Carpenter: It is really whether the loss is direct and you have total control or whether you cap your loss and the manager can operate. Again, in a management contract we have to look if they can make profits, but there are certain ways we have to structure it so it works under the tax law. The cost of a management contract is probably about equivalent to the loss if you ran it yourself. That is because you realize it is the same restaurant managers doing it either way. They are not going to make a proposal to not make money, and if the District runs it themselves you can hope things are going to work out better, but then you have to be prepared in case it doesn't.

Mr. Costello: Mr. Krumrie, we haven't heard from you. What do you think?

Mr. Krumrie: I am not sure if I am in favor of one or the other. I certainly am in favor of trying something different. I probably would lean towards the direction of the management company as opposed to Borden doing it simply because we have not demonstrated we can do anything very good. The other thing I would add though, I would certainly like to see so that this Board can develop a long term plan for the restaurant that we hire a consultant to come in and take a look at the kitchen and the restaurant and tell us all the things that are good about it and all the things that are not so good about it. That restaurant is 20 years old. We are operating with obsolete equipment, they are trying to run a restaurant with not the proper equipment. There is a meat slicer in there that wiggles around. You can't ask somebody else to come in and run your restaurant for you with a bunch of stuff in the kitchen that doesn't work. We need to have somebody come in and tell us what we actually have in that restaurant, what our capacity is to provide

meals. We service 100 meals a night in that restaurant. I don't know. Trying and succeeding are two different things especially when it comes to catering.

Mr. Costello: I agree with you. The only thing that I can honestly say there is the fact that when Nini's came in, they looked at the kitchen, we asked them what improvements they would want. We moved some of the equipment around for them. Yes we did know that the meat slicer needed to be replaced. I believe that we had agreed to pay a lot of money for that at the last meeting or so.

Ms. Wells: We tabled it because we terminated the lease.

Mr. Costello: Okay, I am sorry. But, by the same token, when they came in we asked them what changes would you like and they said to us after they went in and looked at the kitchen we would like to move this here and this here, do this and do that and we did all of that. I agree with you, 20 years, we are at a point where we are going to have to replace some of the equipment that is in there. There are no two ways about it. I think it would be up to the management company or whomever we choose to have to come in and run this place that they would come in, look at the kitchen and tell us this has to be replaced, this has to be done and move on from there. One of things that I did when I sat in this chair was I assigned one Supervisor to deal with the restaurant. I was so tired of hearing people say to me five of you go in, and five of you have five different things. We have one person, I can only speak for myself, I never said a word to Sandy about anything other than, geez, and there are a lot of people in here. It looks good tonight. How is business, but I never asked her anything other than that. I don't know what anybody else did. I don't think any of you did anything different. I think it is about time that yes, we look at the fact that we keep doing the same thing. We are just not making any progress unless we change the way we are doing things. It is about time we look forward into maybe bringing in a management company and moving on from there.

Mr. Krumrie: I would like to make a motion that we contact and send out a RFP, especially involve the Florida Restaurant Association, and seek a request for proposals on an analysis of the restaurant, hire a consultant to come in and tell us what we have.

Mr. Costello: The only thing there is the fact that they are going to come in and make changes, and then whoever is going to manage this place is going to ask us to put everything right back to where it was prior. I think we are better off making our decision

February 28, 2020

Lake Ashton CDD

as far as how we are going to move forward, who is going to move forward in this restaurant and let them be the ones to make the decision to what they want to work with.

Ms. Carpenter: There was a motion is there a second before discussion? The motion failed for lack of a second. Just for some history and again, this isn't legal advice, just history, depending on the various people that are running the restaurant, there has been different requirements. If you recall with Jose, he wanted more burners so he can do pan fried and sautéed foods. Whoever runs it is going to want something different. That has happened every time. There has been different requirements. The other option, just because I am a grumpy one today, the other options are closing the restaurant, limiting service, or just doing catering only whether you just have various caterers.

Mr. Costello: I agree with the residents, I want a restaurant.

Ms. Burns: Just to finish the conversation, is closing it the way it is operating now, whether you have catering operated on certain nights, there are other options to think about when you get to the budget. There may be choices to make at some point.

Mr. Ference: First things first, I make a motion that we advertise and put forward the fact that we are looking for a restaurant management company however that is done. I am not sure what sources of information or how we advertise that we are looking for a management company but I think we should try to get two or three people to come and look and bid and tell us what they think about the prospects etc. etc., and make a decision afterwards. However we go about getting those restauranteurs to come to look at us, let's go forward with that and see where it leads us.

Ms. Carpenter: I think the process for that would be for us to put together a RFP or RFQ qualifications for a management company and then bring it back to the Board for review and comments so you can make sure it covers what you want. Then, at the same time allow us to talk to tax lawyers. I know we had to restructure one in Reunion recently with the new tax laws on management agreements. There are certain ways of getting profit but just to make sure that we have that ready so we can enter into an agreement.

Mr. Deane: I will put together a budget for employees and for management of the restaurant and have it for the next meeting.

Ms. Carpenter: That might be a good side-by-side while staff is putting together a proposal and counsel is getting a tax analysis, having a budget for running it yourselves.

Mr. Costello: How quickly can we get something to the management companies?

Ms. Carpenter: I think you need to bring it back to the Board to look at because this is very particular and you are going to have to decide how many days a week you want it open, hours, facilities, this is a big thing. This isn't just a 'hey, come in and give us your ideas' type of thing.

Mr. Deane: I've never seen a restaurant that didn't run seven days a week. I'm sorry.

Mr. Costello: I think a lot of people would like eight days a week.

Mr. Deane: I think it should operate seven days a week. Maybe we should open for breakfast and lunch to start with. I don't know. I haven't looked into it or haven't thought about it.

Mr. Costello: I think that bringing a management company hopefully, or they should be verse in how to get this place up and running and keep it running. In the beginning maybe we could limit it to lunch and dinner, but I think dinner is probably the most important meal where people at the end of the day, they like to go out, sit down and enjoy a dinner.

Mr. Ference: First things first, we have a motion to get management companies to come and look at what we have and give us some idea of what it would take for them to run our restaurant.

Ms. Burns: I think the motion is for staff to put together a RFP to bring back to the Board at your next meeting to approve and then we will publish and send out and they will come back.

Mr. Ference: So be it. I adjust my motion to reflect exactly what you have said.

Ms. Carpenter: To clarify a motion to have staff bring back a RFP to come back to the Board.

On MOTION by Mr. Ference seconded by Mr. Costello with all in favor staff was authorized to draft a RFP for restaurant management companies and bring it back to the Board for approval at the next meeting.

Ms. Carpenter: Can you just give me an okay for us to get a quick tax analysis for the agreement so we are prepared? The reason why it is important is we have to make sure in the RFP we specify how they can make a profit and all that is part of the RFP.

On MOTION by Mr. Plummer seconded by Mr. Deane with all in favor authorization to allow District Counsel to obtain a tax analysis for the agreement for the RFP was approved.

Mr. Plummer: I would also like to see Borden's idea bringing the numbers back so we can see those side-by-side, as well.

Mr. Deane: I will have them at the next meeting.

Mr. Krumrie: April 15th Nini's is done?

Ms. Carpenter: We don't know for sure. The proposal that was approved was 45 days, but it gave discretion to negotiate a date exactly of when it works best for the inventory and all but that would probably be a last date.

Mr. Krumrie: So what happens to the restaurant going forward from that date on? Ms. Burns: It is closed.

Mr. Costello: We are hoping to have a reasonable period of time that we are going to have a management company or somebody in there to operate the restaurant.

A resident: What happens if you don't get the liquor license insurance today?

Mr. Costello: As far as I am concerned until they get the liquor license and I would think, but I am going to ask my attorney here, should we ask them to stop serving liquor? I believe we have to.

Ms. Carpenter: We have stated that before, yes, if they don't have the proper insurance they shouldn't be serving liquor.

Mr. Costello: I think if they cannot give us proof of insurance that they are going to have to stop serving liquor.

Ms. Carpenter: So cancelling liquor service if there is no insurance.

Ms. Burns: I think we need to discuss catering once Nini's leaves for events and how we want to handle that, allowing people to bring outside caterers in for events that have been booked. We do have some reservations or things booked outside of that 45 day period. Is there anything we wanted to do or put a time limit how far out?

Mr. Deane: The lease states that they can bring in their own caterers.

Ms. Carpenter: If a management company wants to be exclusive that might be something you need to consider in the RFP, so the question is how far out to do you want to allow other bookings so you don't impact the cost of getting in a new company.

Lake Ashton CDD

February 28, 2020

Mr. Deane: I understand what you are saying, Jan, but if we get the liquor license for the management company to run the restaurant, we own the liquor license, right? We would be the ones responsible with regards to liquor in this building.

Mr. Costello: The only other thing I am assuming is they would have to terminate their license prior to us being able to get a license.

Ms. Carpenter: The management company would likely have their own liquor license and insurance. If the District runs it themselves, then the District gets its liquor license. If you have a management company, they generally get it because they are usually already approved at other facilities, so they get it and have it under their insurance.

Mr. Plummer: I think the question that you asked before was just how far out outside catering can schedule prior to us deciding which direction we are going.

Ms. Carpenter: Yes, and we also recommend bolstering our catering agreement just so we make sure that caterers have a liquor license for that event and insurance and all the things that we need to make sure of since we don't have someone else with a liquor license on the premises in the interim.

Mr. Plummer: I think what we have to do is continue booking outside catering like we are doing and whenever we sign an agreement, if we sign an agreement with a management company, those are exempt and we move forward with one plan and what will be in writing.

Ms. Burns: Anything booked between now and then, they can bring in their own catering business if they are booking for the fall.

Mr. Plummer: Even if it is down the road whatever the changes may be. I think you have to stick with that.

Ms. Burns: We just wanted to get some direction for Christine because she does have people contacting her about events and catering options so we want to make sure that is being offered and taken care of.

Mr. Costello: One of the things that we may want to look at in any kind of agreement is that whoever has an affair in here is not subject to using one caterer. Let them make up their mind because that has been a real thorn in our side for a while. I think any contract that is written by either to a management company or to another individual I quite honestly think that if you want to bring XYZ, bring in XYZ as long as they are insured and

everything else. We will recommend them as a preferred caterer but by the same token I don't think we should bind anybody to using one caterer. We have lost jobs due to that.

Mr. Plummer: That is okay for the food, but the liquor will have to come from whoever the liquor license is.

Mr. Costello: Yes. We have lost revenues due to the fact that they didn't want to deal with XYZ Company.

Ms. Carpenter: As a point of note historically that was something that anyone who wanted to lease the facility required that because they didn't feel they could make sufficient proceeds in the restaurant so that is why that exclusive catering was put into the leases.

Mr. Costello: That would come back to us anyway if we had a management company either way. Like I say the money that we are going to lose from not having them use our caterer we are going to get that back in rental of the room.

Ms. Burns: So, you are good with that discussion?

Ms. Wells: Yes.

Ms. Burns: Any other direction you need from the Board as far as booking, catering or anything?

Ms. Wells: Not right now.

Ms. Carpenter: So I think we are to general public comments.

SIXTH ORDER OF BUSINESS General Public Comments

A resident: I worked in insurance for over 30 years and I want to make sure that the public understands how easy it is to get proof of insurance. You call your agent. You ask them to send proof of insurance. They fill out a form and it notes on there the different types of insurances you have. They fax it to whoever has asked for proof of insurance. It is that simple. I have also been a small business owner and have done just that repeatedly for events that we have participated in. It is a five minute phone call. Call your agent, say I need an acord form, this is who you send it to. This business about yes, we will get you proof of insurance is bull.

Mr. Costello: Any other comments?

Mr. John Castelli: Lot 8. I would like to thank Borden Deane because he worked a lot with the restaurant stuff and I would think Borden should work with Harry on

inventory. The other thing is don't rush into this thing, get as many bids as you can because we will be better off that way. I don't think we need to get a consultant because the management company will have that expertise. I also think that while the restaurant is shut down, we should run it like HFC. Bring our own booze in, cater it this way. I don't think there is anything wrong with that. That is my opinion. Thank you.

Mr. Tom Scali: 3084 Dunmore. I would like for you to make contact with the company, an equivalent community and get some details on how they are running it themselves and maybe any feedback to Borden so that we can have an understanding. We can learn from their mistakes and hopefully we can improve our own positions. Secondly, if this is going to be a lot of work I personally am willing to volunteer my time to help anybody who needs help. I am a retired engineer, I know computers and I can do a lot of work. I suspect there are a lot of other people in the community who feel the same way. Please lean on us. You are foolish if you don't. Thank you.

Mr. Costello: You had something else, Mr. Brandt?

Ms. Carpenter: He doesn't have a comment. If you don't want to speak to the Board, I can get with you after the meeting; that is fine.

Mr. Brandt: I did take a civics class once, please guys calm down. I am working with the people on the stage right here along with Ms. Carpenter. There has been a lot of rhetoric and a lot all this and all that and I did not feel that I am ethically able to talk to Ms. Carpenter about a potential counterproposal above what we have talked about already. That is all I am talking to Ms. Carpenter about. She relates it to the Board and I relate it to my client so as everybody having a right to know, they don't. So, a few out here in the peanut gallery that are saying let's do this right now, I was asked to speak.

Mr. Costello: Please.

Ms. Burns: This is public comment. You have three minutes to say whatever you would like. You have two and ½ minutes left.

Mr. Brandt: What I do want to do, and that is what I am trying to do, the best for my client and help you all out, too. Ms. Carpenter, I wanted to speak to you off the record.

Ms. Carpenter: That sounds fine.

Mr. Brandt: As two attorneys here I don't think anyone else here is an attorney or authorized representative of either party here besides yourself, Mr. d'Adesky and myself.

Ms. Carpenter: That is fine, we will talk in just a minute as soon as the public comments are over. Is that okay? Thank you.

Mr. Brandt: Okay. To be quite honest, Nini's is out of here. I know one lady came up here about insurance. I am proud of her, that is awesome, but at the same time we are beyond that point. That is something for me and you to address. You don't need to hang Ms. Joyner out to dry or her husband. They are leaving.

Ms. Carpenter: Everyone, I believe wants to make this as easy as possible to get it done for both parties.

Mr. Costello: I personally don't feel that it is anything personal. This is business. I respect the fact that you want to talk to our attorney. The two of you can get together and she can bring it back to us.

Mr. Brandt: Thank you, sir.

Mr. Costello: Do we have any other general public comments?

Mr. John Gallagher: My wife and I first started to look at neighborhoods to retire to, almost all of them had country clubs and restaurants and golf courses and all that. Every place had a meal minimum that you had to eat at the restaurant. If it is going to operate at a loss, the potential that we are looking at assessments anyway, right? Why not consider just having a \$50 a month meal minimum that people can come in and eat and seriously that is one meal with a couple of drinks. It wouldn't be that painful. People would be getting something for the money.

Mr. Costello: I personally don't feel that I should obligate anybody to have to pay out money that they may not use. We would have on a basis of a year round thing. Some of these people are snowbirds. They are not going to use it, so why would we obligate? If you put a good product, people will be here.

Mr. Gallagher: I am just asking to consider it.

Mr. Costello; Thank you for your comment.

Mr. Alan Goldstein: I agree with John. I belonged to three country clubs up in Jacksonville area and all of them had minimums and they are all successful. The restaurants, two of them have been operating for over 30 years with the same management. I feel that if we don't go to a management company we are looking at assessments automatically. I don't think these people want to see that. As far as John

was saying it could be \$25 a month instead of \$50 a month. There are many people who have complained about the restaurant that never use the restaurant for whatever reason. Here we will be obligated to support the restaurant so we don't have to go through this again in two years. I think really we need to have a solid contract and I don't think a contract should be for five years. I think it should be for three years to begin with a proposal that the following contract if successful can be extended to five years after that. Now that we made the decision to rid ourselves of the restaurant I think we have to start working quickly because I look at this building as being empty probably till next season. I don't want to see that. I use the restaurant a lot and if you go after a restaurant to come in here rather than a management company, that is what we are going to end up with. Our reputation on the outside is horrible right now. If we go with this RFP please extend it to most of the state. Go after these companies. They operate all over including Orlando who we have some very successful in St. Johns County, Palm Beach County, I am sure can operate here in Polk County. Thank you.

A resident: The reason why these restaurants aren't successful is because when they put 1,600 homes and half the people weren't using it. I don't know what the reason is. We are going to have an assessment somewhere along the line for a restaurant because restaurants are hard to manage believe me. None of us have expertise in managing a restaurant. I think you need to go to an outside source. I do believe strongly like the gentleman before me that we need to be a commitment of \$25 or \$20 a month. There needs to be a commitment from every household in this community. Thank you.

A resident: I am speaking not only as a resident but as a healthcare provider. There are a lot of people in this community who have dietary restrictions and that is why they eat in the restaurant. There are people who have religious restrictions and that is why they don't eat in the restaurant. If you put an assessment on, you are opening a whole different can of worms. Thank you.

Ms. Brenda Van Sickle: I wasn't going to say anything, but I felt the need to. I think there are two things that you have to remember. When you have an assessment yes, that helps the restaurant, but what does it do to motivate them to do a better product? Any restaurant that is worth their salt can bring people in. The food has to be good. There are enough people in here I think they can support it. The Eagles Nest is doing just fine

from what I have seen. My second thought is before you consider doing an assessment, remember you only have the right to do the assessment on one part of the community. You cannot assess everybody in this community and that could cause more division that we don't need.

Ms. Debbie Landgrebe: Lot 71. I agree with Brenda, we can only assess the Lake Wales residents. I will move on from that, but I would encourage you all to maybe take a road trip to some of these places that are successful and ask face-to-face with some of these places and ask them because we don't have a very good success record. Every other year that we put bids out we have gotten less and less interest because they know this has not been a successful area for us. So, I encourage you to brainstorm and listen to all the proposals and as Tom said, use some of the residents. I know we all aren't very good with Sunshine laws, the residents, but some are. Thank you.

Ms. Sheila Blue: 4072 Dunmore. First of all, I would like to tell the Board that through the years, I have been here 15 years. The community has handled the finances very well for 15 years that I have been here but when we are hiring restaurants we should not open the doors to a restaurant until you have the documentation. You should have everything before you. You had plenty of time. I have been here listening to this for four different restaurants and every time of year we go through the same situation that they don't understand what we need. Now we are hearing from the attorney that there are special needs we have to do. I have never heard that discussed before. I know the insurance situation because I was an insurance agent for 25 years so I understand that totally and it is very simple to come up with the documentation as the lady said. Let's do this right this time if we are going to do it and if we hire a management company we cannot have them do parties and things because our kitchen is not fit for that. We can't handle it as well as have a restaurant open. If they are going to cater an event they are going to have to close the restaurant while they do it. I don't think we need to do that. I think what we need to do is have open catering and do that. Thank you.

Ms. Hope Jones: 4421 Strathmore. If the Board considers an assessment I have to say my husband and I wouldn't be entirely opposed to that. We wouldn't be thrilled, but we wouldn't be opposed; however what we would like is a restaurant that be worth going to that has some variety. More variety than what we have seen and that has some

Lake Ashton CDD

specials that were actually specials if they going to offer specials so that we would want to go rather than feeling that we had to go out of obligation or we were just spending our money for no reason. Thank you.

Mr. Scali: Can I make a correction to what I said? Ms. Van Sickle is correct in what she said, that if we assess right now that we would only be able to assess the Lake Wales side. I have to take back what I said. I would like to see a membership to all of us where you can join and possibly get a discount in the restaurant. There are other clubs that do that all over the place. If we are going to be a club, we would like to basically keep it private but if we go to a management company they are probably going to try to keep it open like we have now. It is an open club. We have to really wait to see what the proposal is from the management company so then the Board can make the right decisions. We can throw these dollars all over the place but nothing is going to matter until we get some of these RFPs answered. Thank you.

A resident: Regarding the liquor license insurance and the guy telling us he is going to get it, if I understand correctly we are on the hook until they actually vacate for that. Why couldn't we not hold the security deposit, take it out of the security until they do come up with it?

Mr. Costello: I believe our attorney spoke with their attorney. We are going to resolve that.

Mr. Scali: One more comment about the assessment. If we all agree that an assessment is the right thing to do, then I think it would behoove us to get cooperation from the West and make it a universal assessment.

Mr. Bob Alfano: 4115 Muirfield Loop. I hear a lot about this management company that we should be out soliciting but I am hearing it kind of one way. The management company trying to tell us what to do instead of us trying to tell the management company what to do. I think when we approach a management company we should have a criteria of what we intend and what our public wants, not what they want us to do.

Mr. John Savala: 4291 Ashton Club Drive. While I understand the frustration in keeping a consistent restaurant in here I don't think we need to run to managing our own that fast. The young lady said that the place that did manage one lost money and when they hired a management company they lost money as well. I think we need to take this

slow. With regard to an assessment I really don't appreciate anybody telling me how to spend my money and where to spend it. Thank you.

Mr. Frank Kennedy: 3065 Dunmore Drive. With the agreement that Nini's would terminate the lease and leave early and anything would be settled as far as their deposit, would that also resolve any further litigation that might take place between either Nini's or Lake Ashton?

Ms. Carpenter: It depends on how it is structured. That is for the Board to know. We certainly would hope that we could get a release and get it all done but until we get to the end we don't know at this point. We terminated pursuant to the lease so pursuant to the lease we return the deposit.

Mr. Realmuto: 3624 Blackmoor. I guess I came back up to speak because I am cringing when I hear our own attorney and manager tell you that hiring a management company limits your ability to control things. The whole thing we are trying to get here so my message is directed to the Supervisors basically if I could summarize, you have a lot of options and opinions from people but you are our elected leaders and it is your turn to take charge and lead. I think what you have heard loud and clear today is they want you to provide the leadership and the guidance and specify what is most important. I am not saying the nitpicking details but the general operating guidelines of the restaurant. For example, operating seven days a week. For example, not doing exclusive catering, although I realize there may be a difference of opinion about that and other things you have heard from residents. You need to create a framework that you provide in the RFP to the potential management companies and tell them what you want in terms of the general principles and things like that and not allow yourself, you certainly want to take the advice. The reason why you are paying for a management company is to get the benefit of their experience but you need to set the overall parameters for that in conjunction with the input you are getting here at meetings like this. Thank you.

Mr. Scali: One more time. When we finally close the contract there should be a clause in there that states that Nini's cannot pursue any legal action against the Lake Ashton community.

Ms. Carpenter: We don't want to discuss anything on the record as to the lease and the issues that we have had. Thank you.
Mr. Costello: Okay, nobody else.

SEVENTH ORDER OF BUSINESS

Supervisor Requests/Supervisor Open Discussion

Mr. Costello: Not withstanding any other Supervisors suggestions or discussions, the only thing I would like to say is that any RFP that would be put out we would spell out the hours of operation, right down the line. I don't understand how you said that we would lose control.

Ms. Burns: That is exactly why it is coming to the Board for approval of the RFP.

Mr. Ference: That was part of the motion.

Ms. Carpenter: Jill was discussing the levels of control.

Mr. Costello: I realize that, but we had somebody come up and say that we are going to lose control.

Ms. Burns: No.

Mr. Costello: Totally out of the question as far as that goes. We are going to read through it and we are going to make sure that it holds all the things that we want in it. We are going to make sure we are covered one way or another.

Ms. Carpenter: Exactly. That is why it is coming back to the Board so you have time to review it and get all the input you need.

Mr. Ference: Are you going to have that ready for our regular scheduled meeting next month?

Ms. Burns: Next month.

EIGHTH ORDER OF BUSINESS Adjournment

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

Assistant Secretary/Secretary

Chairman/Vice Chairman

RESOLUTION 2020-04

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

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

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

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

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

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

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

SECTION 2. The Rates as set forth in Exhibit A are hereby adopted pursuant to this Resolution as necessary for the conduct of District ousiness.

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

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

1

PASSED AND ADOPTED this 20th day of April, 2020.

ATTEST:

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Rates

Exhibit A Rates

LAKE ASHTON GOLF COURSE		na ann an tha ann an t	
GOLF USER FEES & RATES			
Membership Category ¹		Fee Range	
	Bottom	2019/2020	Тор
Annual (October 1 to September 30)			
Single	\$ 4,000	\$ 4,300	\$ 4,600
Family	\$ 5,300	\$ 5,600	\$ 5,900
Non-Resident Member (Single)	\$ 4,100	\$ 4,400	\$ 4,700
Non-Resident Member (Family)	\$ 5,400	\$ 5,700	\$ 6,000
Super Senior (80 yr+) - Single	\$ 3,100	\$ 3,400	\$ 3,700
Super Senior (80 yr+ for all family members) - Family	\$ 4,250	\$ 4,550	\$ 4,850
Seasonal			
<u>Winter (October - May)</u>			
	\$ 3,750	\$ 4,050	\$ 4,350
Family	\$4,700	\$ 5,000	\$ 5,300
<u>Summer (June - September)</u>			
	\$ 1,100	\$ 1,400	\$ 1,700
Family	\$ 1,300	\$ 1,600	\$ 1,900
<u>6-Month (October - March)</u> ²			
Single	\$ 3,550	\$ 3,850	\$ 4,150
Family	\$ 3,550	\$ 3,850	\$ 4,150
Daily ⁵ (per round; max 1 round/week)			
Winter (Oct - May)			
Single (18 holes)	\$30	\$45	\$60
Single (9 holes)	\$25	\$25	\$60
Non-Resident	\$80	\$100	\$120
Summer (June - September)			
Single (18 holes)	\$10	\$25	\$40
Single (9 holes)	\$10	\$10	\$40
Non-Resident	\$80	\$100	\$120
Group ³ (per round; max 1 round/week)			
Single	\$25	\$35	\$60
Golf Cart Rental	\$10	\$15	\$20
Transfer Fee ⁴	\$100	\$150	\$200
Driving Range	\$0	\$0	\$100
Single (per month)	\$0	\$25	\$100
Single (per day)	\$0	\$0	\$100
Employees	\$0	\$0	\$50
No Show Fees	\$0	\$0	\$20

1: All rates shown are for Patrons, unless otherwise noted, and are subject to applicable State and Local taxes

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

3: Groups require a minimum of 8 golfers; all group members must be Residents or Renters/Leaseholders

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

5: Guests of Members shall qualify for the Daily Single Rate

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

2% Discount available if prepaying annual dues & fees with prior to August 31

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

Includes the use of golf practice facilities without additional fees, during membership period only

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



March 11, 2020 Revision Date: April 13, 2020 Revision Number: 01 Add Foyer and Lounge

Christine Wells Lake Ashton Community 4141 Ashton Club Dr Lake Wells FL 33859

RE: FLOORING PROPOSAL FOR:

TSG01224 Lake Ashton Clubhouse Foyer & Corridors , Lounge Area -LVT / Work Completed One Phase

Turnkey Control # TSG01224

Mohawk Carpet Distribution, Inc. - State of Florida Master Agreement 121715, Contract #30161700-20-ACS Effective February 17, 2020 through October 11, 2023

We are pleased to provide the following quotation for the above referenced job.

Color Name	Color #	Quantity	UoM		U	nit Price		Line Total
Arrowhead Creek	152	3,357.48	SF	@	\$	3.59	\$	12,053.35
Emerson	853	649.60	SF	@	\$	3.98	\$	2,585.41
		8.00	EA	@	\$	137.88	\$	1,103.04
		3,996.00	SF	@	\$	1.81	\$	7,232.76
		1.00	EA	@	\$	180.69	\$	180.69
		3,700.00	SF	@	\$	1.45	\$	5,365.00
		1.00	EA	@	\$ 2	2,133.28	\$	2,133.28
	_							
		3,700.00	SF	@	\$	2.68	\$	9,916.00
		3,700.00	Sf	@	\$	1.91	\$	7,067.00
		1.00	EA	@	\$	160.00	\$	160.00
					S	ubtotal	\$	47,796.53
			Est	imate	d Sa	ales Tax	\$	(18)
						TOTAL	\$	47,796.53
	Arrowhead Creek	Arrowhead Creek 152	Arrowhead Creek 152 3,357.48 Emerson 853 649.60 3,996.00 3,996.00 1.00 3,700.00 3,700.00 3,700.00 3,700.00 3,700.00	Arrowhead Creek 152 3,357.48 SF Emerson 853 649.60 SF 3,996.00 SF 1.00 EA 3,700.00 SF 1.00 EA 3,700.00 SF 1.00 EA 3,700.00 SF 1.00 EA 1.00 EA 1.00 EA	Arrowhead Creek 152 3,357.48 SF @ Emerson 853 649.60 SF @ 3,996.00 SF @ 3,996.00 SF @ 1.00 EA @ 3,700.00 SF @ 1.00 EA @ 3,700.00 SF @ 3,700.00 SF @ 3,700.00 SF @ 1.00 EA @ 1.00 EA @	Arrowhead Creek 152 3,357.48 SF @ \$ Emerson 853 649.60 SF @ \$ 8.00 EA @ \$ 3,996.00 SF @ \$ 3,996.00 SF @ \$ 3,700.00 SF @ \$ 1.00 EA @ \$ 3,700.00 SF @ \$ 3,700.00 SF @ \$ 3,700.00 SF @ \$ 3,700.00 SF @ \$ 3,700.00 SF @ \$ 1.00 EA @ \$ 3,700.00 SF @ \$ 3,700.00 SF @ \$ 3,700.00 Sf @ \$	Arrowhead Creek 152 3,357.48 SF @ \$ 3.59 Emerson 853 649.60 SF @ \$ 3.98 8.00 EA @ \$ 137.88 3.996.00 SF @ \$ 1.81 1.00 EA @ \$ 1.81 1.00 EA @ \$ 1.81 1.00 EA @ \$ 1.8069 3,700.00 SF @ \$ 1.45 1.00 EA @ \$ 2,133.28 3,700.00 SF @ \$ 2.68 3,700.00 SF @ \$ 1.91 1.00 EA @ \$ 1.91 1.00 EA @ \$ 160.00 \$ \$ 1.91 1.00 EA @ \$ 160.00 \$ \$ \$	Arrowhead Creek 152 3,357.48 SF @ \$ 3.59 \$ Emerson 853 649.60 SF @ \$ 3.98 \$ 8.00 EA @ \$ 137.88 \$ \$ 3,996.00 SF @ \$ 1.81 \$ 1.00 EA @ \$ 1.81 \$ 3,700.00 SF @ \$ 1.45 \$ 1.00 EA @ \$ 2,133.28 \$ 3,700.00 SF @ \$ 1.45 \$ 3,700.00 SF @ \$ 1.91 \$ 3,700.00 SF @ \$ 1.91 \$ 1.00 EA @ \$ 1.91 \$ 3,700.00 Sf @ \$ 1.91 \$ 3,700.00 Sf @ \$ 1.91 \$ 1.00 EA @<

NOTES:

Based on field measure by: Acousti Engineering

Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process

Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.

Other services and ancillary items are available through Mohawk. Prices for other services/ancillary items are negotiated between Mohawk and the customer.

The above freight rates are estimates as fuel surcharges fluctuate weekly,

The above reclamation rates are based on 500 sy per project, rates will vary based on material quantity and fuel surcharges.

Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.

The above carpet install rates include standard/minimal floor prep, clean-up, etc.

When non-asbestos containing cut-back or any incompatible adhesive is present, existing adhesive has evidence of plasticizer migration, or EcoFlex ICT (PVC) products are being installed, the existing adhesive must be properly removed and Mohawk Group's OptiSeal must be applied over the adhesive residue. Chemical adhesive removers cannot be used to remove old existing adhesives.

http://www.mohawkgroup.com/sitefiles/PDFs/TMGModularInstallation.pdf Prior to installation, Owner is responsible to ensure that substrate falls within moisture tolerance as currently published in Manufacturer's guidelines at www.mohawkgroup.com.

MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.

Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges

Mohawk Carpet Distribution, Inc., License Number Collier County, FL LCC20170002039.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock		
Bonding Cost		
Extensive Floor Prep		
Protection of Floors		

Cleaning/Waxing of Resilient Carpet Cleaning No thresholds / Door Trimming Preformed Corners

Dumpster Cost Asbestos Abatement Stair Materials **Furniture Moving**

Nighl/Weekend Labor Removal & Disposal Sales Tax Phasing

Mohawk

160 S. Industrial Blvd | Calhoun, GA 30701 800-554-6637 | www.mohawkgroup.com



Resilient Flooring Border Carpet Special Delivery/Equipment Union Labor Trip Charges Moisture Testing and Abatement Mats

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a jobto-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Sincerely, Teresa Scardino MohawkOne Project Manager

Phone 706-624-2294 Fax 706-422-6172 Email teresa scardino@mohawkind.com Cell 706-847-0885

cc Phil Santalla

Mohawk 160 S. Industrial Blvd | Calhoun, GA 30701 800-554-6637 | www.mohawkgroup.com





Meeting Date: March 16, 2020 Lake Ashton Community Development District To: LACDD Board of Supervisors and District Manager From: Christine Wells



Activities & Resident Services

- Upcoming activities and special events set up by staff include Bloodmobile blood drive, Bookmobile, blood pressure checks, free hearing screenings and video otoscopy at Monday Coffee, AARP safe driving course, CBD benefits class, Mamma Mia at the Show Palace bus trip, Girls Night In event, tie dye class, pallet painting class, Cinco de Mayo event, back and sciatica pain prevention and management workshop, Weekie Wachee Springs bus trip, and more.
- The next New Resident Social at the Clubhouse will be held on Wednesday, March 11, 2020. Supervisor Plummer is requested to attend the New Resident Social at the Clubhouse on March 11. Staff will alternate between Supervisors and will go to the next Supervisor in line if the one scheduled is unable to attend the requested New Resident Social.
- Individual tickets for the Entertainment Series and shows are now available. The next two shows are the Doo Whop Reunion on March 25 and Celebrate on April 3.
- Small World Tours will be at Monday Coffee on March 16 to present the trips planned for June December including an extended trip.
- The April LA Times will be delivered on April 1.

Room Rental

• The Ballroom was rented out seven (7) times in February. Rental revenue is \$5,975.

Restaurant

- Rent for the month of February was received on February 4. Rent for the month of March was received on March 5.
- Staff pressure washed the Restaurant patio.

Public Safety

• Thompson Nursery Road Security Officers processed 6,933 guest vehicles in February.

Other Updates

- The Ballroom carpet was cleaned on February 18. ServPro provided carpet cleaning services at no cost to the district.
- Applied Aquatic has suggested the installation of grass carp in a few of the ponds in Lake Ashton to control some of the aquatic plants that have overtaken certain ponds. Per Board request a quote was obtained from Applied Aquatic on the installation of grass carp at the pond at the east side of the Thompson Nursery Road entrance to test out this option for aquatic plant control. The cost is \$2,970. This would include stocking the pond at 30 fish per acre for a total of 270 fish. No barrier is required as there isn't an outfall structure in this pond.
- Thompson Nursery Road Gate House is on the schedule to be painted but will not likely begin until the end of April.

- Staff has installed additional hand sanitizer dispensers throughout the Clubhouse.
- Coronavirus educational information is available at the Activities Desk.
- Handicap door openers for the hallway restrooms are being installed on Wednesday, March 11.
- The Grand Opening of the Pet Play Park is scheduled for Thursday, March 12 at 10 am.
- Polk County Traffic Manager, Amy Gregory, will be initiating a traffic study in the next few weeks, to evaluate the need for installing a traffic light at the intersection of Thompson Nursery Road and Lake Ashton Blvd.
- LAVA has requested a Wall of Honor, honoring past and present LAVA members, to be displayed in the Clubhouse. Staff has identified two locations that are amenable to LAVA: In the Ballroom above the accordion style window or above the buffet located in the Foyer. They request that it be in a location that would not be subject to it being covered up at any time.
- Staff is working with Yellowstone on options for mowing around ponds in Lake Ashton to limit grass clippings from being introduced that fuels the growth of algae.
- Yellowstone will start the mowing of the additional areas bordering the golf course the week of March 9.
- Staff is working with the insurance adjuster on the next steps regarding the Bowling Alley water intrusion issue. The claim is active and the first bill has been submitted. Water is no longer coming in from the area that was repaired but has found an area just north of that area to come in. Staff will keep Supervisors informed of the status of this project moving forward.
- Staff is working on gathering quotes for the replacement of the flooring in the Clubhouse. Staff met with a representative from Mohawk and samples of flooring are available for Supervisors to view. The representative recommends the replacement of the ceramic tile with luxury vinyl tile (LVT).



To: Lake Ashton CDD Supervisors CC: District Manager From: Christine Wells, Community Director Date: 4/13/2020

Staff has taken several steps to ensure fiscal responsibility during the time the Clubhouse is closed. The following actions have been taken immediately. The approximate expected savings is also included based on the Clubhouse being closed for one month.

- The heating equipment for the pools have been shut off completely and AmeriGas deliveries have been suspended. Approximate monthly savings: \$625
- Bowling maintenance and league monitoring has been suspended. Approximate monthly savings: \$1,185
- Netflix movie subscription has been canceled. Approximate monthly savings: \$34
- Clubhouse newspaper subscriptions have been canceled. Approximate monthly savings: \$93
- The Pool Security Officer services have been canceled. Approximate monthly savings: \$1,960
- All ac units (with the exception of staff offices and the units that service the Restaurant) have been turned up to 78 degrees in an effort to decrease the electricity usage in the Clubhouse.
- Janitorial services have been suspended. Approximate monthly savings: \$3,094

Total savings for above listed services (not including electricity and water savings): \$6,991 per month

In addition to the savings listed above, staff has also taken this time to change room scheduling software that is used to reserve rooms at the Clubhouse to generate a savings of approximately \$2,345 per year. Staff is in the process of moving all reservations from the current system to the new system. There is a total of 196 pages of reservations are being entered.

Updates Including Projects Completed

- Staff pressure washed the following areas: pool deck, sidewalk leading to the pool, Restaurant Patio, circular drive including curbing and east sidewalk in front of HOA office.
- Staff painted the Cinema doors, railings, and walls. Repaired wall carpeting in the Cinema.
- Plumbing issues throughout Clubhouse were taken care of.
- Dressing room doors were painted by staff.
- Activities and Facility staff started cleaning and organizing the attic. Project is approximately 75 percent complete.
- Activities staff organized Card Room closet
- Facility staff removed old surplus Restaurant equipment from the attic. Staff is taking to Viking Recycling the week of 4/13/20.
- Staff collated, stuffed and separated the April newsletters (1400 issues) into routes. Volunteers delivered newsletters to residents. Staff will be working on the May edition soon and will also collate, stuff and separate this edition into routes.
- Facility staff gathered all of the cast aluminum benches and pool loungers that are in need of repairs and are bringing them to a local welder the week of 4/13/20 so they can be repaired and ready for use when the Clubhouse reopens.
- Facility Staff are in the process of working on removing wallpaper and painting the hallway restrooms. With staff doing this project we are able to do it for the cost of materials only, saving the District approximately \$2,000.
- The dance floor has been buffed, cleaned and refinished.
- The pool and spa have been acid washed and the tiles have been scrubbed.
- Staff has been sending electronic news blasts to residents on a regular basis informing them of rescheduled events, amenity closures, COVID-19 informational links, activities available and services offered during the time the Clubhouse has been closed.
- The Activities Assistant is planning a series of virtual classes for residents. The first class is a tie dye class using items residents can find in their home. The class will be available to residents via Zoom. There will be a class every week.
- Staff planned the first ever Pop-Up Marketplace for residents to purchase food, paper and cleaning products. Staff took in approximately 225 orders over a period of 3 days. In addition to taking in orders, staff processed checks, separated orders into two days of processing, called residents individually for pickup and loaded items into resident's vehicles. The order forms were sent to residents via electronic mail and were printed out at home and placed in a locked container outside of the main entrance to the Clubhouse.
- Staff arranged a Drive-Thru Food Drive and collected over 100 bags of food items and monetary donations for Lake Wales Care Center.
- Staff arranged for produce orders and deliveries for residents through Michael's Produce. The first one will be sent out via electronic mail on Wednesday, April 15.
- Staff is at the Clubhouse cleaning and taking phone calls from residents Monday Friday.
- Staff is continuing to work with Yellowstone and Applied Aquatic on the additional areas bordering the golf course. The tractor has come in and mowed some of the higher vegetation bordering the golf course ponds.

Pending Projects

The following projects are next on the list of things to accomplish while the Clubhouse and amenities are closed to residents.

- All baseboards will be painted
- All interior doors and frames will be painted
- Leg tips on the tables in the Ballroom will be replaced
- Guard House will be pressure washed, patched and painted
- Foyer doors to be refinished
- Additional areas will be pressure washed around the Clubhouse
- The carpets in the Card Room, Game Room, Media Center and Bowling Alley will be cleaned
- Staff is working with the Engineer and Insurance Adjuster on the pending Bowling Alley repairs.
- Staff will be sanitizing every room in the Clubhouse before it is open to residents. This will include using disinfectant spray on all chairs, wiping down all hard surfaces, door knobs, and light switches.

Lake Ashton Community Development District

135 W Central Blvd. Suite 320, Orlando Florida 32801

<u>Memorandum</u>

DATE: March 16, 2020

TO: Darrin Mossing District Manager <u>via email</u>

FROM: Matthew Fisher Operation Manager

RE: Lake Ashton CDD Monthly Managers Report – March 16, 2020

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

Ballroom:

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

Pool/Spa:

- 1. The pool and spa are operating properly.
- 2. Pool filter grids replaced.

Lakes/Ponds:

- 1. Lakes and ponds are being treated according to our contract with Applied Aquatic.
- 2. Pond water levels are going down and algae will be visible due to this. Applied Aquatic is aware and will be treating ponds accordingly.

Landscaping:

1. Staff has been meeting on a weekly basis with Yellowstone Landscape to review CDD property.

Other:

- 1. Pressure washed pavers outside South lobby exit.
- 2. Water heater leaked repaired.

3. Garbage disposal replaced in Restaurant kitchen.

4. Pressure washed fountain near Gate House.

- 5. Pest control treatment completed.
- 6. Replaced fan speed controller in Card Room.
- 7. Replaced Pool shower pull chain and valve.
- 8. Replaced broken umbrella at Pool.
- 9. Fabric replaced on twelve Pool loungers.
- 10. Timers and clocks moved one hour ahead.
- 11. Ballroom carpet cleaned.
- 12. LED bulbs replaced outside South lobby exit.

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

Respectfully,

Matthew Fisher

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

April 20, 2020

Date	Check Numbers	Amount
General Fund		
2/10/2020	6975-6989	\$102,822.47
2/12/2020	6990-6995	\$1,200,857.28
2/19/2020	6996-7000	\$9,117.50
2/24/2020	7001-7024	\$81,165.71
2/25/2020	7025	\$1,607.00
2/28/2020	7026-7028	\$1,869.30
3/3/2020	7029-7030	\$43,425.00
3/17/2020	7031-7053	\$45,268.98
3/24/2020	7054	\$18,900.00
3/25/2020	7055-7068	\$83,426.30
3/31/2020	7069-7076	\$9,646.28
General Fund Total		\$1,598,105.82
Capital Projects Fund		
2/12/2020	291	\$3,772.68
2/24/2020	292	\$3,860.94
3/25/2020	293-294	\$4,475.00
3/31/2020	295	\$2,500.00
Capital Projects Fund Total		\$14,608.62

AP300R *** CHECK NOS.	006975-050000	LAKE .	UNTS PAYABLE PREPAID/COMPUTE ASHTON CDD - GF A LAKE ASHTON - GF	ER CHECK REGISTER	RUN 4/09/20	PAGE 1
CHECK VEND# DATE	DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/10/20 00062	SVCS 01/3	02002 320-57200-4100 0-02/29/20 BR	O IGHT HOUSE NETWORKS	*	1,006.57	1,006.57 006975
2/10/20 00630	2/03/20 02032020 2 Damage de	02002 300-22000-1000 POSIT		*	1,000.00	1,000.00 006976
2/10/20 00502	2/01/20 1632 2	02002 320-57200-3450	1	·		
2,20,20 00002	SVCS 02/2	020 02002 320-57200-3450		*	425.25	
	SVCS 02/2	020		n		
			MMUNITY WATCH SOLUTIONS, LLC		3,748.00	
2/10/20 00466	NEWSLETTE	02002 310-51300-4250 R 02/2020				
		CU	STOMTRADEPRINTING.COM			3,748,00 006978
2/10/20 00610	SVCS 12/1	01912 320-57200-5450 9 THRU 02/2020		*	185.00	
		FI'	TNESSMITH			185.00 006979
2/10/20 00215	2/04/20 381 2 DUES&SUBS	01911 320-57200-5400 CRIPTIONS 11/19	0	*	395.11	
	2/04/20 381 2 POSTAGE	01911 320-57200-5100	D	*	42.96	
		01911 320-57200-4940	0	*	1,340.08	
		01911 320-57200-5200	0	*	99.40	
		CM	S-CENTRAL FLORIDA, LLC			1,877.55 006980
2/10/20 00036	2/01/20 181 2	02002 310-51300-3400	o	*	5,019.67	
		02002 310-51300-3510	0	*	83.33	
		02002 310-51300-3130		*	83.33	
	2/01/20 181 2	TION AGT SVCS 02002 310-51300-4200	0	*	96.38	
	2/01/20 181 2	ND DELIVERY 02002 310-51300-4250	0	*	29.85	
	COPIES	GM	S - SO FLORIDA, LLC			5,312.56 006981
2/10/20 00059	1/02/20 20352 2 SVCS 02/2	02002 320-57200-4530 020 FOUNTAINS		*	215.00	

AP300R *** CHECK NOS. 0	06975-050000 I	ACCOUNTS PAYABLE PREPAID/COMPUTER (LAKE ASHTON CDD - GF BANK A LAKE ASHTON - GF	CHECK REGISTER	RUN 4/09/20	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	1/02/20 20353 202002 320-57200-		*	1,250.00	
	SVCS 02/2020 POOL 1/24/20 20477 202001 320-57200-	-45300	*	450.00	
	SPA MOTOR INSTALL 1/27/20	HEARTLAND COMMERCIAL POOL SERVICE	ES		1,915.00 006982
2/10/20 00512	2/01/20 1767040 202002 320-57200- SVCS 02/01-02/29/2020	-41000	*	45.86	
		KINGS III OF AMERICA, INC.			45.86 006983
2/10/20 00429	2/10/20 02102020 202002 300-20700- TXFER OF TAX RCPTS	- 10200	*	30,733.77	
	2/10/20 02102020 202002 300-20700- TXFER OF TAX RCPTS	-10200		3,573.81	
		LAKE ASHTON CDD			34,307.58 006984
2/10/20 00488	1/10/20 012020 202001 320-57200- LIGHTING 1/10 & 1/24/20	-49400	*	590.00	
		ARNOLDO OFFERMANN			590.00 006985
2/10/20 00631	1/31/20 19-165-1 202001 310-51300- SVCS THRU 01/31/2020	-31100	*	3,576.13	
	5ves 111.0 01, 51, 2020	RAYL ENGINEERING & SURVEYING, LLC	2		3,576.13 006986
2/10/20 00234	1/25/20 16274839 202001 320-57200- SUPPLIES		*	95.04	
	1/25/20. 16274839 202001 320-57200- SUPPLIES	- 52000	*	774.53	
	1/25/20 16274839 202001 320-57200- SUPPLIES	-51000	*	62.65	
		STAPLES BUSINESS CREDIT			932.22 006987
2/10/20 00063	2/05/20 01102020 202001 320-57200- DARREN WILLIAMS ENTERTAIN		*		
	2/05/20 01242020 202001 320-57200- CITIZENS OF SOUL ENTERTAI	-49400	*	8,700.00	
	2/05/20 02012020 202002 320-57200- CHICAGO REWIRED ENTERTAIN	-49400	*	10,100.00	
		WILLIAM CLARE ENTERTAINMENT			29,700.00 006988
2/10/20 00587	2/06/20 10205 202001 320-57200- MONITORING 01/01-01/31/20	-54500	*	1,406.75	
	MONITORING 01/01-01/31/20	XS BOWLING SERVICE LLC			1,406.75 006989
2/12/20 00003	2/04/20 6-917-66 202001 310-51300-	-42000	*	30.44	
	DELIVERIES THRU 01/27/20	FEDEX			30.44 006990

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AP300R *** CHECK NOS.	006975-050000	LAKE	OUNTS PAYABLE PREPAID/COMPUTER ASHTON CDD - GF A LAKE ASHTON - GF	CHECK REGISTER	RUN 4/09/20	PAGE 3
CHECK VEND# DATE	DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/12/20 00568	2/02/20 1035660 2 REF 10356		00	*	72.79	
	KEL 10356		HE LEDGER / NEWS CHIEF			72.79 006991
2/12/20 00217	1/31/20 06540009 2 SVCS 01/0	01-01/31/2020		*	399.05	
			EPUBLIC SERVICES #654			399.05 006992
2/12/20 00632		CLASS 02/07/2020		*	180.00	
			NIVERSITY OF FLORIDA 			180.00 006993
2/12/20 00563	2/11/20 02112020 2 PAINT CLA	202004 320-57200-494 ASS 04/14 DEPOSIT	00	*	175.00	
		W	NC TAMPA, LLC			175.00 006994
2/12/20 00038	2/12/20 021220 2 TXFER EX			*	1,200,000.00	
			AKE ASHTON CDD		1,2	200,000.00 006995
2/19/20 00633	2/18/20 02282020 2 TAYNE CU	202002 320-57200-494 RRY CONCERT 2/28	00	*	6,000.00	
		B	LACK BOX BOOKING LLC			6,000.00 006996
2/19/20 00615	2/18/20 02212020 2 SPECIAL I	EVENT 02/21/20	00	*	2,000.00	
		G	EORGE CASEY			2,000.00 006997
2/19/20 00634		202002 300-22000-100 AGUE DINNER REFUN	00	*	1,000.00	
	2/18/20 02182020 2	202002 300-36200-105 AGUE DINNER REFUN	00	*	62.50-	
			ITY OF LAKE WALES			937.50 006998
2/19/20 00612	2/18/20 02182020 2			*	90.00	
		A	NDREW ELROD			90.00 006999
2/19/20 00635	2/18/20 02182020 2 RIDGE LEA	202002 320-57200-345 AGUE DINNER SECUR	03	*	90.00	
			ERRY SCHULZE			90.00 007000
2/24/20 00517	2/12/20 7 2 AMORT SCI	202002 310-51300-313 HDE S2015A		*	350.00	
			ISCLOUSURE SERVICES, LLC			350.00 007001

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/09/20 PAGE 4 LAKE ASHTON CDD - GF BANK A LAKE ASHTON - GF

CHECK VEND#INVOICE..... EXPENSED TO... STATUS AMOUNTCHECK.... VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS DATE AMOUNT # 2/24/20 00215 2/04/20 382 201912 320-57200-54000 * 303.55 DUES AND SUBSCRIPT 12/19 2/04/20 382 201912 320-57200-51000 * 31.99 POSTAGE 2/04/20 382 201912 320-57200-49400 * 1,112.67 SPECIAL EVENTS 2/04/20 382 201912 320-57200-52000 444.20 OPERATING SUPPLIES 2/04/20 382 201912 600-53800-60097 330.00 CAP RESTAURANT EQUIPMENT 2/04/20 382 201912 320-57200-51000 3.20 OFFICE SUPPLIES 2/04/20 382 201912 320-57200-45300 17.71POOL MAINT 2/04/20 382 201912 600-20700-10000 330.00-CAP RESTAURANT EOUIPMENT 2/04/20 382 201912 300-13100-10000 330.33 CAP RESTAURANT EOUIPMENT 2/20/20 383 202002 320-57200-34000 * 25,914.91 FACILITY MGMT 02/2020 GMS-CENTRAL FLORIDA, LLC 28,158.56 007002 2/24/20 00014 2/13/20 L060G0J5 202002 310-51300-48000 * 92.75 JOINT MEETING NOTICE LAKELAND LEDGER PUBLISHING 92.75 007003 2/24/20 00164 2/18/20 89895 202001 310-51300-31500 4 4,275.35 SVCS THRU 01/2020 2/18/20 89896 202001 310-51300-49200 1,087.11 SVCS THRU 01/2020 LATHAM, LUNA, EDEN & BEAUDINE, LLP 5,362.46 007004 * 2/24/20 00061 2/13/20 022020 202002 320-57200-43000 16,304.02 SVCS THRU 02/2020 TECO 16,304.02 007005 _____ 2/24/20 00085 1/28/20 1152934 202001 320-57200-54500 -211.00 SINK REPAIRS A.D. BAYNARD PLUMBING, INC. 211.00 007006 -----+ 2/24/20 00522 1/22/20 31017758 202001 320-57200-43200 508.35 POOL HEAT 1/29/20 31020570 202001 320-57200-43200 728.78 POOL HEAT 2/06/20 31023847 202002 320-57200-43200 668.67 POOL HEAT

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*** CHECK NOS. 006975-050000

*** CHECK NOS. 006975-050000 LA	ACCOUNTS PAYABLE PREPAID/COMPUTER CH AKE ASHTON CDD - GF ANK A LAKE ASHTON - GF	IECK REGISTER	RUN 4/09/20	PAGE 5
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# 8	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/12/20 31027297 202002 320-57200-4 POOL HEAT	13200	*	574.33	
	AMERIGAS			2,480.13 007007
2/24/20 00057 1/28/20 183250 202001 320-53800-4 START UP MGMT SVC 01/20	16800	*	5,750.00	5,750.00 007008
2/24/20 00602 2/21/20 02212020 202002 320-57200-4	APPLIED AQUATIC MANAGEMENT, INC.		86.00	
RED BROMELAIDS&ECHEVERIA				86 00 007009
2/24/20 00636 1/02/20 RYA13181 202001 320-57200-4	BOK TOWER GARDENS	·	355.00	86.00 007009
RIVER ROCK				355 00 007010
2/24/20 00621 2/11/20 151864 202002 320-57200-5	BRITT'S LAND CLEARING INC.	·	195.00	
SVCS 02/2020	COUNTRY BOY PEST CONTROL			195.00 007011
2/24/20 00329 2/14/20 1792032 202001 310-51300- SVCS THRU 01/31/20			1,200.00	
	DEWBERRY ENGINEERS, INC.	·		1,200.00 007012
2/24/20 00067 2/03/20 194280 202001 320-57200-3 SVCS 01/2020	34500	*	130.00	
SVCS 01/2020	THE HARTLINE ALARM COMPANY, INC.			130.00 007013
2/24/20 00233 1/27/20 91789370 202001 320-57200-5 OVEN & GRILL CLEANER	52000	*	79.98	
	HD SUPPLY FACILITIES MAINTENANCE			79.98 007014
2/24/20 00059 2/17/20 20643 202002 320-57200-4	15300	*	150.00	
INSTALL TIMER SPA	HEARTLAND COMMERCIAL POOL SERVICES	5		150.00 007015
2/24/20 00361 1/16/20 173245 202001 320-57200-5			1,343.00	
MAINT 01/20	MILLER'S CENTRAL AIR, INC.			1,343.00 007016
		v	1,343.00-	
2/25/20 00361 1/16/20 I73245 202001 320-57200-5 MAINT 01/20	MILLER'S CENTRAL AIR, INC.			1,343.00-007016
2/24/20 00488 1/31/20 01312020 202001 320-57200-4	MILLER'S CENTRAL AIR, INC. 49400	*	295.00	
LA EVENT LIGHT 1/31	ARNOLDO OFFERMANN			295.00 007017
		 .		

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AP300R *** CHECK NOS. (YEAR-TC 006975-050000)-DATE ACCOUNTS PAYABLE PREPAID/COMPU LAKE ASHTON CDD - GF BANK A LAKE ASHTON - GF	TER CHECK REGISTER	RUN 4/09/20	PAGE 6
CHECK VEND# DATE	INVOICEEXPENSED DATE INVOICE YRMO DPT	TO VENDOR NAME ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/24/20 00638	2/24/20 022020 202001 320-	57200-54000	*	91.19	
	104 WEEKS RENEWAL	POLK NEWS-SUN			91.19 007018
2/24/20 00571	1/31/20 27357 202001 320-	57200-52000	*	32.45	
	SUPPLIES 3/01/20 27394 202003 320- SVCS 03/2020		*	3,094.00	
		SERVICEMASTER CLEAN			3,126.45 007019
2/24/20 00470	2/20/20 02202020 202002 320- REGULAR COFFEE		*	17.00	
		SHUFFLIN'S SQUARES			17.00 007020
2/24/20 00282	2/07/20 02072020 202002 320-	·57200-45300	*	1,080.00	
	POOL LOUNGES RECOVERED 2/13/20 02132020 202002 320-57200- POOL LOUNGES RECOVERED	·57200-45300	*	1,080.00	
	POOL LOUNGES RECOVE	TOM'S UPHOLSTERY			2,160.00 007021
2/24/20 00430	2/05/20 50091651 202003 310- COPIER LEASE			162.50	
		WELLS FARGO FINANCIAL SERVIC	CE		162.50 007022
2/24/20 00637	2/07/20 02072020 202002 320- REFELT, LEVEL& ALIG	-57200-54500	*	1,300.00	
	REFELT, LEVEL& ALLG	MIKE XIARHOS			1,300.00 007023
2/24/20 00445	2/01/20 OS 84970 202002 320- MAINT 2/2020	57200-46200	*	13,108.67	
	MAINI 2/2020	YELLOWSTONE LANDSCAPE			13,108.67 007024
2/25/20 00361	1/16/20 I73245 202001 320- MAINT 01/20	57200-54500	*	1,607.00	
		MILLER'S CENTRAL AIR, INC.			1,607.00 007025
2/28/20 00055		57200-43100	*	768.86	
	2/15/20 20740-02 202002 320- 4128 LAKE ASHTON BI	-57200-43100	*	38.33	
	4128 LARE ASHION BI 2/15/20 22109-02 202002 320- GATE ENTRANCE-IRRIG	-57200-43100	*	575.13	
	2/15/20 37767-02 202002 320- PALMS CDD IRRIGATIO	57200-43100	*	167.37	
	PALMS CDD IRRIGATIC				1,549.69 007026

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DELIVERIES THRU 02/12/20 FEDEX 2/28/20 00639 2/26/20 LA01 202002 320-57200-49400 HANDLETTERING CLASS 2/26	69.61 	CHECK AMOUNT # 69.61 007027
2/28/20 00639 2/26/20 LA01 202002 320-57200-49400 * HANDLETTERING CLASS 2/26	250.00	69.61 007027
2/28/20 00639 2/26/20 LA01 202002 320-57200-49400 * HANDLETTERING CLASS 2/26	250.00	
		250.00 007028
3/03/20 00640 2/25/20 03112020 202003 320-57200-49400 * GON'COUNTRY EVENT JOSH BLEVINS	500.00	500.00 007029
3/03/20 00063 3/15/20 03252020 202003 320-57200-49400 *	34,125.00	
DOO WOP REUNION 3/25/20 3/27/20 04032020 202004 320-57200-49400 CELEBRATE 04/03/2020 *	8,800.00	
WILLIAM CLARE ENTERTAINMENT		42,925.00 007030
3/17/20 00085 1/28/20 1153028 202001 320-57200-54500 * SINK REPAIRS A.D. BAYNARD PLUMBING, INC.	473.00	473.00 007031
3/17/20 00347 3/12/20 7548 202003 320-57200-54500 * PET PARK SIGNS ACTION SIGNS & ADV. SPECIALTIES	70.00	
3/17/20 00620 3/10/20 29710 202003 320-57200-34500 * LED STRIP&WIRING HARNESS	169.19	169.19 007033
3/17/20 00062 3/02/20 57949601 202003 320-57200-41000 SVCS 03/01-03/29/2020 BRIGHT HOUSE NETWORKS	1,006.57	
3/17/20 00104 2/06/20 137668 202001 310-51300-49200 * SVCS THRU 01/25/2020	18,900.00	18,900.00 007035
	18,900.00-	
3/17/20 00502 3/02/20 1645 202003 320-57200-34502 *	980.00	
SVCS 03/2020 3/02/20 1645 202003 320-57200-34501 *	18,617.50	
SVCS 03/2020 COMMUNITY WATCH SOLUTIONS, LLC		19,597.50 007036

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AP300R *** CHECK NOS.	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE006975-050000LAKE ASHTON CDD - GFBANK A LAKE ASHTON - GF	R CHECK REGISTER	RUN 4/09/20	PAGE 8
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/17/20 00621	2/26/20 154808 202002 320-57200-54501 SVCS 02/20	*	195.00	
	COUNTRY BOY PEST CONTROL			195.00 007037
3/17/20 00466	2/28/20 42819 202003 310-51300-42501 NEWSLETTER 03/2020	*	3,788.00	
	CUSTOMTRADEPRINTING.COM			3,788.00 007038
3/17/20 00641	2/26/20 16184 202003 320-57200-54500 REPR LEAK COLD WATERLINE	*	125.00	
	DAUGHTRY PLUMBING, INC.			125.00 007039
3/17/20 00133	3/05/20 10484 202003 310-51300-45000	*	1,162.00	
	FY20 - INSURANCE EGIS INSURANCE ADVISORS,LLC			1,162.00 007040
3/17/20 00003	2/25/20 6-938-20 202002 310-51300-42000 DELIVERIES THRU 02/21/20	*	46.89	
3/02/20 6-944-94 202003	3/02/20 6-944-94 202002 310-51300-42000 DELIVERIES 02/21/20	*	73.12	
	3/10/20 6-952-67 202003 310-51300-42000 DELIVERIES 03/04/20	*	35.68	
	FEDEX			155.69 007041
3/17/20 00610	3/02/20 FS48594 202003 320-57200-54500 SVCS MAR-MAY 2020	*	185.00	
	FTTNESSMTTH			185.00 007042
3/17/20 00215	3/10/20 386 202001 320-57200-54000	*	176.96	
	DUES & SUBSCRIPTION 01/20 3/10/20 386 202001 320-57200-51000 POSTAGE	*	31.99	
	3/10/20 386 202001 320-57200-49400 SPECIAL EVENTS	*	7,007.00	
	3/10/20 386 202001 320-57200-52000 OPERATING SUPPLIES	*	700.75	
	GMS-CENTRAL FLORIDA, LLC			7,916.70 007043
3/17/20 00036	3/01/20 182 202003 310-51300-34000 MGMT FEES 03/2020	*	5,019.67	
	3/01/20 182 202003 310-51300-35100 COMPUTER TIME	*	83.33	
	3/01/20 182 202003 310-51300-31300 DISSEMINATION AGT SVCS	*	83.33	
	3/01/20 182 202003 310-51300-51000 OFFICE SUPPLIES	*	6.28	

AP300R *** CHECK NOS. 00	06975-050000 LA	ACCOUNTS PAYABLE PREPAID/COMPUTER AKE ASHTON CDD - GF ANK A LAKE ASHTON - GF	CHECK REGISTER	RUN 4/09/20	PAGE 9
CHECK VEND# . DATE	DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	3/01/20 182 202003 310-51300-4 POSTAGE AND DELIVERY	12000	*	84.50	
	3/01/20 182 202003 310-51300-4	12500	*	85.35	
	COPIES 3/01/20 182 202003 320-57200-5 AMEX GIFTCARDS-STAFF GIFT		*	508.95	
		GMS - SO FLORIDA, LLC			5,871.41 007044
3/17/20 00059	2/25/20 20655 202002 320-57200-4 INSTALL NEW DE GRIDS		*	1,820.00	
		HEARTLAND COMMERCIAL POOL SERVIC	CES 		1,820.00 007045
3/17/20 00098	1/06/20 2620903 202001 320-57200-5 SUPPLIES	52000	*	29.98	
	1/16/20 2521742 202001 320-57200-5 SUPPLIES	52000	*	52.43	
	1/17/20 1611921 202001 320-57200-5 SUPPLIES	52000	*	18.98	
	1/23/20 5243886 202001 320-57200-5 SUPPLIES	52000	*	37.04	
		HOME DEPOT CREDIT SERVICES			138.43 007046
3/17/20 00512	3/01/20 1779377 202003 320-57200-4 SVCS 03/01-03/31/20			45.86	45 86 007047
3/17/20 00568	2/20/20 1036332 202002 310-51300-4				
3, 1, 20 00300	NOTICE OF SPECIAL MEETING	THE LEDGER / NEWS CHIEF			65.75 007048
3/17/20 00538	2/01/20 10007 201912 320-57200-5 MAINT 12/2019	54506		190.00	
	3/01/20 10009 202003 320-57200-5		*	190.00	
	MAINT 03/2020	PERFORMAMCE PLUS CARTS			380.00 007049
3/17/20 00642	3/05/20 03052020 202003 300-22000-1	LOOOO	*	1,000.00	
	REFUND	POLK COUNTY POLICE CHIEFS ASSOC			1,000.00 007050
3/17/20 00217	2/29/20 0933805 202002 320-57200-4	13300		399.05	
	SVCS 02/01-02/29/20	REPUBLIC SERVICES #654			399.05 007051
3/17/20 00234	2/25/20 16280261 202002 320-57200-5 SUPPLIES	52000		407.88	

AP300R *** CHECK NOS. (LAKE	DUNTS PAYABLE PREPAID/COMPUTER ASHTON CDD - GF A LAKE ASHTON - GF	CHECK REGISTER	RUN 4/09/20	PAGE 10
CHECK VEND# DATE	DATE INVOICE YR	EXPENSED TO MO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	2/25/20 16280261 202 SUPPLIES				101.95	
		S'1	APLES BUSINESS CREDIT			509.83 007052
3/17/20 00578	2/19/20 8916 202 SUBSCRIPT 4	002 320-57200-5400 /27/20-4/27/21	00	*	195.00	
		WE	EKLY PROPANE NEWSLETTER			195.00 007053
3/24/20 00104		001 310-51300-4920 1/25/2020	00	*	18,900.00	
		CH	HASTAIN-SKILLMAN, INC			18,900.00 007054
3/25/20 00522	2/19/20 31029974 202 POOL HEAT	002 320-57200-4320)0	*	233.46	
	2/26/20 31032749 202	002 320-57200-4320	00	*	581.41	
	POOL HEAT 3/05/20 31036099 202 POOL HEAT	003 320-57200-4320	00	*	664.85	
			1ERIGAS			1,479.72 007055
3/25/20 00057	2/29/20 183789 202 MAINT 02/20	002 320-53800-4680			3,895.00	
		AI	PLIED AQUATIC MANAGEMENT, INC	•		3,895.00 007056
3/25/20 00055	3/15/20 20735/02 202 4141 ASHTON		00		812.15	
	3/15/20 20740/02 202	002 320-57200-4310	00	*	1,649.50	
	4128 LAKE A 3/15/20 22109/02 202 GATE ENTRAN	SHTON BLVD 002 320-57200-431(CE - IRRIGA	00	*	532.95	
	3/15/20 37767/02 202 PALMS CD IR	002 320-57200-431(RRIGATION	00	*	148.76	
		CI	TY OF LAKE WALES			3,143.36 007057
3/25/20 00003	3/17/20 6-959-16 202 DELIVERIES '	003 310-51300 - 4200 THRU 03/09/20	00	*	43.32	
		FE				43.32 007058
3/25/20 00215	3/19/20 388 202		00	*	26,223.65	
	3/24/20 389 202 TNSTALL MED	003 320-57200-434(TA CNTR COMPUT	00		1,161.33	
		GN	IS-CENTRAL FLORIDA, LLC			27,384.98 007059
3/25/20 00059	2/03/20 20526 202 SVCS 03/20	003 320-57200-4530	00		215.00	

AP300R *** CHECK NOS.	006975-050	0000	YEA	R-T0-	LA	KE AS	TS PAYABL HTON CDD LAKE ASHT	- GF	COMPUTER CHE	CK REGISTER	RUN 4/09/20	PAGE 11
CHECK VEND# DATE	DATE	DICE INVOICE	EXPE YRMO	NSED DPT A	TO ACCT# S	SUB S	V UBCLASS	ENDOR NAME		STATUS	AMOUNT	AMOUNT #
	2/03/20	20527 SVCS 03	202003	320-5 POOT	57200-4	5300				*	1,250.00	
		5400 05	, 2020	1001		HEAR	TLAND COM	MERCIAL POC	L SERVICES			1,465.00 007060
3/25/20 00098	2/27/20	825043 SUPPLIE		320-5	57200-5	4500				*	318.00	
	3/04/20	4254477	202003	320-5	57200-5	2000				*	29.12	
	3/04/20	SUPPLIE: 4620042 SUPPLIE:	202003	320-5	57200-5	2000				*	110.16	
			-			HOME	DEPOT CR	EDIT SERVIC	CES			457.28 007061
3/25/20 00014	2/20/20	L060G0J6 BOARD M	202002 EETING	310-5						*	65.75	
		L060G0J5 RULE DE				8000				*	45.50	
						LAKE	LAND LEDG	ER PUBLISHI	ING			111.25 007062
3/25/20 00164	3/17/20		202002	310-5	51300-3	1500				*	7,232.94	• • • • • • • • • • • • • •
	3/17/20	SVCS TH 90420 SVCS TH	202002	310-5	51300-4	9200				*	506.00	
		SVCS IN	KU UZ/ZO	/2020)	LATH	AM, LUNA,	EDEN & BEA	UDINE, LLP			7,738.94 007063
3/25/20 00631	2/29/20		202002	310-5	51300-3						13,207.48	
		DACO TIT	KU UZ/ZJ	12020	,	RAYL	ENGINEER	ING & SURVE	EYING, LLC			13,207.48 007064
3/25/20 00217			202004	320-5	57200-4					 *	603.43	
						REPU	BLIC SERV	ICES #654				603.43 007065
3/25/20 00571	2/28/20		202002			52000			·	*	32.45	
						SERV	ICEMASTER	CLEAN				32.45 007066
3/25/20 00061	3/13/20	032020 SVCS 03	202003		57200-4	3000				*	16,179.09	
		3VL3 U3	/ 2020			TECO						16,179.09 007067
3/25/20 00587	3/12/20	10208	202002	320-5	57200-5	54500				*	7,685.00	
		MONITOR	ING 02/0	1-02/	29/20	XS B	OWLING SE	RVICE LLC				7,685.00 007068
3/31/20 00522	3/11/20	31039449 POOL HE	202003	320-5	57200-4	13200				 *	514.82	

*** CHECK NOS. 006975-050000	E ACCOUNTS PAYABLE PREPAID/COMPUT LAKE ASHTON CDD - GF BANK A LAKE ASHTON - GF	ER CHECK REGISTER	RUN 4/09/20	PAGE 12
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#	VENDOR NAME # SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/18/20 31042263 202003 320-57200 POOL HEAT	0-43200 AMERIGAS	*	179.40	694.22 007069
3/31/20 00214 3/03/20 AR500964 202003 310-51300 COPIER LEASE	0-42502	*	638.64	
3/31/20 00003 3/24/20 6-966-60 202003 310-51300 DELIVERIES THRU 03/18/20	0-42000 0	*	26.68	
3/31/20 00059 3/01/20 20702 202004 320-57200 SVCS 04/20 - FOUNTAINS 3/01/20 20703 202004 320-57200	0-45300		215.00	26.68 00/071
SVCS 04/20 - POOL	HEARTLAND COMMERCIAL POOL SER	VICES		1,465.00 007072
3/31/20 00504 3/17/20 97083 202003 320-57200 INSTALL AUTO DOOR OPENER	0-54500 RS KINCAID ELECTRICAL SERVICES	*	295.00	295.00 007073
JANITTORIAL SVCS 04/2020	0 3 1 3 0 0		1,764.24	
3/31/20 00643 3/12/20 90569594 202003 320-57200 ACCESS INSTALL RENOVATIO	0-54500	*	4,600.00	
3/31/20 00430 3/06/20 50095638 202003 310-51300 COPIER LEASE	0-42502	*	162.50	
		BANK A		
	TOTAL FOR	REGISTER	1,598,105.82	

AP300R *** CHECK NOS.	000291-050000 Li	ACCOUNTS PAYABLE PREPAID/COMPUTE AKE ASHTON CDD - CPF ANK B LAKE ASHTON - CPF	R CHECK REGISTER	RUN 4/09/20	PAGE 1
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT# :		STATUS	AMOUNT	CHECK AMOUNT #
2/12/20 00094	2/11/20 02112020 202002 600-53800- FENCE FOR PET PARK	61000	*	3,772.68	
	FENCE FOR PEI FARK	R & S FENCE LLC			3,772.68 000291
2/24/20 00082	1/23/20 32202243 202001 600-53800- SUPPLIES AND EQUIPMENT	60097	*	2,229.71	
	2/01/20 32204176 202002 600-53800- SUPPLIES AND EQUIPMENT	60097	*	1,631.23	
	SUPPLIES AND EQUIPMENT	SYSCO CENTRAL FLORIDA			3,860.94 000292
3/25/20 00040	2/18/20 1153232 202002 600-53800- INSTALL COMMERCIAL DISPOS	60097	*	3,375.00	
	INSTALL COMMERCIAL DISPOS	A.D. BAYNARD PLUMBING INC.			3,375.00 000293
3/25/20 00095	3/06/20 38335 202003 600-53800- PET PLAY PARK	61000	*	575.00	
	3/08/20 38328 202003 600-53800- PET PLAY PARK	61000	*	525.00	
		SIMPRO			1,100.00 000294
3/31/20 00096	3/16/20 8787 202003 600-53800- REPAIR LEAK POND #21	60099	*	2,500.00	
	REFAIR BEAR FORD #21	S&S CONTRACTING OF POLK COUNTY	INC		2,500.00 000295
		TOTAL FOR B.	ANK B	14,608.62	
		TOTAL FOR R		14,608.62	
				,	

FY 2020 CASH RECEIPTS

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

	April-20	1	Vlay-20	June-20	July-20	August-20	Sep	tember-20
ENTERTAINMENT	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
BALLROOM RENTAL	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
DAMAGE DEPOSITS	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
NEWSLETTER INCOME	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
COFFEE INCOME	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
CLERICAL	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
SECURITY FEE	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
ENTERTAINMENT-CONTINUTED								
ENTRANCE GATE OPENERS	\$	- \$	-	\$ ÷	\$ -	\$ -	\$	-
INSURANCE PROCEEDS	\$	- \$	-	\$ -	\$ -	\$ -	\$	
MISCELLANEOUS	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
RESTAURANT LEASE	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
SALES TAX PAYABLE	\$	- \$	-	\$ -	\$ -	\$ -	\$	-
	\$	- \$	-	\$	\$ -	\$ -	\$	-

FISCAL YEAR 2020	TOTAL	
ENTERTAINMENT FEES	\$	154,438.50
BALLROOM RENTAL	\$	38,675.00
DAMAGE DEPOSITS	\$	3,500.00
NEWSLETTER INCOME	\$	50,626.00
COFFEE INCOME	\$	2,675.00
CLERICAL	\$	968.00
SECURITY FEE	\$	2,417.00
ENTRANCE GATE OPENERS	\$	999.00
MISCELLANEOUS	\$	9,072.71
RESTAURANT LEASE	\$	4,650.00
SALES TAX PAYABLE	\$	350.00
	\$	273,621.21

LAKE ASHTON CDD FEBRUARY 2020 CASH RECEIPTS

ENTERTAINMENT

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/1/2020	984	Pfeiller		ETS - Chicago Rewired - U 7/8
2/1/2020	984	Miller	\$ 58.00	ETS - Chicago Rewired - U 713/14
2/3/2020	985	Pare	\$ 20.00	Gon' Country - 3-11-2020
2/3/2020	985	Rodney	\$ 10.00	Herb Class - 2-7-2020
2/3/2020	985	Burrell	\$ 5.00	Herb Class - 2-7-2020
2/3/2020	985	Fleming	\$ 80.00	Featured Show - O 7/10
2/3/2020	985	Hullender	\$ 60.00	Featured Show - Jayne Curry - E 1/3
2/3/2020	985	Walker		Featured Shows - Casey, Curry & Seggi
2/3/2020	985	Huven		ETS - Doo Wop - 8:00 pm - V 3/4
2/5/2020	986	Nettleton		Gon' Country - 3-11-2020
2/5/2020	986	Johnson		Gon' Country - 3-11-2020
2/5/2020	986	Enslen		Gon' Country - 3-11-2020
2/5/2020	986	Thomas		Gon' Country - 3-11-2020
2/5/2020	986	Seiter		Gon' Country - 3-11-2020
2/5/2020	986	McGurren		Gon' Country - 3-11-2020
2/5/2020	986	McGuire		Gon' Country - 3-11-2020
2/5/2020	986	Schlei		ETS - Doo Wop - 5:00 pm - U17/18
2/6/2020	987	Benzenburg		Gon' Country - 3-11-2020
2/6/2020	987	Budzynski		Featured Show - George Casey F 15/16 - 2-21-2020
2/7/2020	988	Tapper		Gon' Country - 3-11-2020
2/7/2020	988	Comstock		George Casey - 2-21-2020
2/10/2020	989	McClure		Gon' Country - 3-11-2020
2/10/2020	989	Fleming		Gon' Country - 3-11-2020
2/10/2020	989	Totten		Gon' Country - 3-11-2020
2/10/2020	989	Wridt	\$ 20.00	Gon' Country - 3-11-2020
2/10/2020	989	Boogher	\$ 10.00	Gon' Country - 3-11-2020
2/10/2020	989	Schlipp	\$ 48.00	ETS - Doo Wop - 5:00 pm - N 11 &M 15
2/10/2020	989	McGraw	\$ 20.00	George Casey - 2-21-2020
2/10/2020	989	Wills		Jayne Curry - 2-28-2020
2/10/2020	989	Leising		George Casey - 2-21-2020
2/10/2020	989	Buono	\$ 25.00	Handlettering Class - 2-26-2020
2/10/2020	989	Buono		Refund - Handlettering Class - 2-26-2020
2/11/2020	990	Liska		George Casey & Jayne Curry Shows
2/11/2020	990	Schwartz		George Casey - G 6/7 - 2-21-2020
2/11/2020	990	Bloom		Gon' Country - 3-11-2020
2/12/2020	991	Ginther		George Casey - R 11/12 - 2-21-2020
2/12/2020	991	Hallfin		Gon' Country - 3-11-2020
2/12/2020	991	Grey		ETS - Doo Wop - 5:00 pm - F 15
2/12/2020	991	Hines		ETS - Doo Wop - 5:00 pm - W 1-4
2/13/2020	992	Boyd		Gon' Country - 3-11-2020
2/13/2020	992	Klikas		Gon' Country - 3-11-2020
2/13/2020	992	Kosek		Handlettering Class - 2-26-2020
2/13/2020	992	Andrews		Handlettering Class - 2-26-2020
2/13/2020	992	Holmes		Jayne Curry - W 16-18 - 2-28-2020
2/13/2020	992	O'Connor		Gon' Country - 3-11-2020
2/14/2020	993	Franckowiak		Gon' Country - 3-11-2020
2/14/2020	993	Grogan		ETS - Doo Wop - 5:00 pm - X 7/8
2/14/2020	993	Franckowiak	\$ 70.00	George Casey & Jayne Curry Shows
2/18/2020	994	Ranklin	\$ 20.00	Gon' Country - 3-11-2020
2/18/2020	994	Flaningam	\$ 30.00	George Casey - 2-21-2020
2/18/2020	994	Lassiter		George Casey - S19 - 2-21-2020
2/18/2020	994	Kelly		George Casey - H 4-6 - 2-21-2020
2/19/2020	995	Prowant		George Casey - 0 13/14 - 2-21-2020
2/19/2020	995	Adame		Gon' Country - 3-11-2020
2/19/2020	995	Kurtz		Hand Lettering Class - 2-26-2020
2/19/2020	995	Kennedy		George Casey - N 1/2 - 2-21-2020
	995	Chagnon		George Casey - N 1/2 - 2-21-2020 Gon' Country - 3-11-2020
2/19/2020				
2/20/2020	996	Hoyt	\$ 20.00	George Casey - O 1/2 - 2-21-2020

FEBRUARY 2020 CASH RECEIPTS

2/20/2020	996	Meigel	\$	30.00	George Casey - J 7/8 - 2-21-2020
2/21/2020	997	Billeri	\$	30.00	George Casey - 2-21-2020
2/21/2020	997	White	\$	40.00	George Casey - 2-21-2020
2/21/2020	997	Flaningam	\$	20.00	Jayne Curry - 2-28-2020
2/21/2020	997	Longworth	\$	30.00	George Casey - H 1/2 - 2-21-2020
2/21/2020	997	Hemingway	\$	20.00	George Casey - N 17/18 - 2-21-2020
2/21/2020	997	Flaningam	\$	50.00	Gon' Country - 3-11-2020
2/21/2020	997	Merksamer	\$	20.00	Gon' Country - 3-11-2020
2/24/2020	998	Bull	\$	40.00	Gon' Country - 3-11-2020
2/24/2020	998	Mayer	\$	25.00	Hand Lettering Class - 2-26-2020
2/24/2020	998	Carlson	\$	40.00	Jayne Curry - G 8/9 - 2-28-2020
2/24/2020	998	Soberman	\$	15.00	Jayne Curry - M 8 - 2-28-2020
2/24/2020	998	Neuberger	\$	15.00	Jayne Curry - M 7 - 2-28-2020
2/25/2020	999	Miller	\$		Gon' Country - 3-11-2020
2/25/2020	999	Thomas	\$	20.00	Gon' Country - 3-11-2020
2/25/2020	999	Meigel	\$		Jayne Curry - F 13/14 - 2-28-2020
2/26/2020	1000	Freedman	\$	40.00	Gon' Country - 3-11-2020
2/26/2020	1000	Mecsics	\$		Gon' Country - 3-11-2020
2/26/2020	1000	Henry	\$		Gon' Country - 3-11-2020
2/27/2020	1001	Trinity Medical Center	\$		Sponsor for Ron Seggi Show - 3-20-2020
2/27/2020	1001	Wagner	\$		Gon' Country - 3-11-2020
2/27/2020	1001	Leising	\$		Refund - due to death in the family- Jayne Curry Show
2/27/2020	1001	Keding	\$		Gon' Country - 3-11-2020
2/28/2020	1002	Hudnall	\$		Gon' Country - 3-11-2020
2/28/2020	1002	Boruschewitz	\$		Jayne Curry - 2-28-2020
2/28/2020	1002	Lowery	\$		Jayne Curry - 2-28-200
2/28/2020	1002	Wright	\$		ETS - Doo Wop - 8:00 pm - W5-8
2/7/2020	Cash	Wright	\$		George Casey 2-21-200
2/7/2020	Cash	Goodhand	\$		Gon' Country - 3-11-2020
2/7/2020	Cash	Luehebill	\$		Gon' Country - 3-11-2020
2/7/2020	Cash	Ebner	\$		Gon' Country - 3-11-2020
2/7/2020	Cash	Holloway	\$		Herb Class - 2-7-2020
2/7/2020	Cash	Fisher	\$		Herb Class - 2-7-2020
2/7/2020	CK 4563	Frese	\$		Hand Lettering Class - 2-26-2020
2/7/2020	CK 1213	Longworth	\$		Hand Lettering Class - 2-26-2020
2/7/2020	CK 109	Weis	\$		Chicago Rewired - 2-1-2020
2/7/2020	CK 1214	Longworth	\$		Herb Class - 2-7-2020
2/7/2020	CK 4562	Frese	\$		Herb Class - 2-7-2020
2/7/2020	CK 1422	Benzenberg	\$		Herb Class - 2-7-2020
2/7/2020	CK 7896	Alfred	\$		Herb Class - 2-7-2020
2/7/2020	CK 1952	Weiss	\$		Featured Show - Jayne Curry - 2-28-2020
2/7/2020	CK 5382	Posner	\$		Featured Show - George Casey - 2-21-2020
2/7/2020	CK 5382	Imparl	\$		ETS - Doo Wop -5:00 pm - W 13/14
2/7/2020	CK 8541	Bergstom	\$		ETS - Doo Wop - 5:00 pm - X 13/14
2/7/2020	CK 1246	Krumrie	\$		Gon' Country - 3-11-2020
2/7/2020	CK 1117	Talbott	\$		Gon' Country - 3-11-2020
2/7/2020	CK 1958	Gordon	\$		Gon' Country - 3-11-2020
2/7/2020	CK 5303	Chamernik	\$		Gon' Country - 3-11-2020
2/7/2020	CK 2930	Stoner	\$		Gon' Country - 3-11-2020
2/7/2020	CK 1216	Longworth	\$		Gon' Country - 3-11-2020
2/7/2020	CK 2092	Baxter	\$		Gon' Country - 3-11-2020
2/7/2020	CK 1486	Sedlacek	\$		Gon' Country - 3-11-2020
2/7/2020	CK 2268	Marino	\$		Gon' Country - 3-11-2020
2/7/2020	CK 8536	Bergstom	\$		Gon' Country - 3-11-2020
2/7/2020	CK 765	Benhart	\$		Herb Class - 2-7-2020
2/7/2020	CK 281	Spadaro	\$		Gon' Country - 3-11-2020
2/7/2020	CK 8353	Boruschewitz	\$		George Casey - M 15/15 - 2-21-2020
2/7/2020	CK 8353 CK 8351	Boruschewitz	\$		George Casey - M 15/15 - 2-21-2020
2/7/2020	CK 8331 CK 7182	Neaves	\$		Gon' Country - 3-11-2020
41112020	L CV / TOT	INCOVES	1.3	20.00	

FEBRUARY 2020 CASH RECEIPTS

2/7/2020	CK 5612	O'Brien	\$ 80.00	Gon' Country - 3-11-2020
2/7/2020	CK 1456	Powell	\$ 20.00	Gon' Country - 3-11-2020
2/7/2020	CK 29392	Youngstown Dance Supply	\$ 20.00	George Casey - S 17/18 - 2-21-2020
2/14/2020	CK 1156	Knight	\$ 40.00	Gon' Country - 3-11-2020
2/14/2020	CK1106	lszak	\$ 30.00	George Casey - 2-21-2020
2/14/2020	CK 1064	Gleber	\$ 20.00	Gon' Country - 3-11-2020
2/14/2020	CK 943	Interlante	\$ 10.00	Gon' Country - 3-11-2020
2/14/2020	CK 212	Aull	\$ 20.00	George Casey - 2-21-2020
2/14/2020	CK 1480	Smith	\$ 29.00	ETS - Doo Wop - 5:00 pm - 3-25-2020
2/14/2020	CK 164	Fleming	\$ 20.00	Casey & Curry - M 5/6 - 2-21-2020
2/21/2020	CK 1251	Baxter	\$ 10.00	Gon' Country - 3-11-2020
2/21/2020	CK 12344	Pincus	\$ 30.00	George Casey - G 13/14 - 2-21-2020
2/21/2020	CK 1154	Interdonato	\$ 45.00	George Casey - 2-21-2020
2/21/2020	CK 2070	Borckardt	\$ 25.00	Hand Lettering Class - 2-26-2020
2/21/2020	CK 7645	Kandel	\$ 70.00	George Casey & Jayne Curry Shows
2/21/2020	CK 1182	Vansickle	\$ 20.00	Gon' Country - 3-11-2020
2/21/2020	CK 1930	Blakely	\$ 20.00	Gon' Country - 3-11-2020
2/21/2020	CK 2357	Ravotto	\$ 30.00	George Casey - J 13/14 - 2-21-2020
2/21/2020	CK 2319	Humphrey	\$ 20.00	Gon' Country - 3-11-2020
2/21/2020	CK 1015	McKinley	\$ 10.00	Gon' Country - 3-11-2020
2/21/2020	CK 1127	Allen	\$ 60.00	Gon' Country - 3-11-2020
2/21/2020	CK 1378	Novak	\$ 80.00	Gon' Country - 3-11-2020

RENTALS

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION	
9/26/2019	903	Pruthi	\$ 1,750.00	BR Rental - February 15, 2020	
2/7/2020	CK 1192	LA Bingo	\$ 1,600.00	Room Rental for February 2020	
2/12/2020	991	Cobb	\$ 1,500.00	Cobb Wedding - 8-22-2020	
2/14/2020	CK 231	Prevention Plus	\$ 250.00	Craft Room Rental - 3-21-2020	
2/18/2020	994	Corvova	\$ 1,500.00	Cordova Ballroom Rental - 7-4-2020	
2/20/2020	996	Garcia	\$ 1,750.00	Garcia Wedding- 11-14-2020	
2/21/2020	CK 2161	Henderson Sachs	\$ 250.00	Craft Room Rental - Seminar 2-26-2020	
2/24/2020	998	Reed	\$ 1,750.00	Reed Wedding - December 11, 2020	
TOTAL			\$ 10,350.00		

FEBRUARY 2020 CASH RECEIPTS

DATE	DESCRIPTION	NAME	 AMOUNT	DESCRIPTION
2/7/2020	CK 06703385	Edward Jones - Matt Simpson	\$ 200.00	LAT Insert - February Issue
2/10/2020	989	Morgan Stanley	\$ 200.00	LAT Inserts - March Issue
2/14/2020	CK 5162	Lee	\$ 200.00	LAT Insert - March Issue
2/14/2020	CK 1778	Lake Ashton Realty	\$ 5,400.00	LAT Ad - March 2020 - Feb 2021
2/14/2020	CK 231	Prevention Plus	\$ 175.00	LAT Insert - March Issue - owes \$25.00
2/14/2020	CK 51035	United Refrigeration	\$ 300.00	LAT Ad & Insert for March Issue
2/18/2020	994	Dan's City Fan's	\$ 200.00	LAT Ad - March Issue
2/21/2020	997	Art's Golf Carts	\$ 360.00	LAT Ad - March Issue
2/21/2020	997	Blackburn's Interiors	\$ 400.00	LAT Ad - March Issue
2/21/2020	997	C & L Pressure Washing	\$ 190.00	LAT Ad - March Issue
2/21/2020	997	Family Elder Law	\$ 350.00	LAT Ad - March Issue
2/21/2020	997	Florida Dermatology	\$ 350.00	LAT Ad - March Issue
2/21/2020	997	Weaver Law	\$ 360.00	LAT Ad - March Issue
2/21/2020	997	Morgan Stanley - Grubb	\$ 160.00	LAT Ad - March Issue
2/21/2020	997	Robinson's Aluminum	\$ 175.25	LAT Ad - March Issue
2/21/2020	997	Performance Plus Carts	\$ 360.00	LAT Ad - March Issue
2/21/2020	CK 27344	Reddick	\$ 2,700.00	Jan 2020 - Jan 2021 - Did not run ad for February
2/21/2020	CK 06727006	Edward Jones - Matt Simpson	\$ 200.00	LAT Ad - March Issue
TOTAL			\$ 12,280.25	

CLERICAL

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/14/2020	Cash	LAPAC	\$ 10.00	100 Color copies
2/14/2020	Cash	Cash	\$ 15.00	Copies & Faxes
2/20/2020	996	McGraw	\$ 10.00	Replacement ID
TOTAL			\$ 35.00	

COFFEE

DATE	DESCRIPTION	NAME	AM	JOUNT	DESCRIPTION
2/14/2020	CK 51033	United Refrigeration	\$	75.00	Monday Coffee - June 8, 2020
2/21/2020	CK 2161	Henderson Sachs	\$	125.00	Monday Coffee - 2-24-2020
2/21/2020	CK 06727006	Edward Jones - Matt Simpson	\$	125.00	Monday Coffee - 3-16-2020
2/25/2020	999	Weltlin	\$	125.00	Monday Coffee - Mar 9, 2020
TOTAL			\$	450.00	

DEPOSITS

DATE	DESCRIPTION	NAME	A	MOUNT	DESCRIPTION
2/10/2020	989	Hart	\$	(1,000.00)	Damage Deposit refund - Hart Wedding 2-8-2020
2/18/2020	994	Pruthi	\$	(1,000.00)	DD Refund - Pruthi Event 2-15-2020 - overage on security
TOTAL			\$	(2,000.00)	

LEASE PAYMENTS-RESTAURANT

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/7/2020	CK 1814	NiNi's	\$ 1,000.00	Restaurant rent - February 2020
TOTAL			\$ 1,000.00	

LAKE ASHTON CDD FEBRUARY 2020 CASH RECEIPTS

ENTRANCE GATE OPENERS

DATE	DESCRIPTION	NAME	AM	OUNT	DESCRIPTION
2/11/2020	990	Paine	\$	37.00	Gate Opener - #40041
2/12/2020	991	Kline	\$	37.00	Gate Opener - #40042
2/18/2020	994	Annotti	\$	37.00	Gate Opener #40044
2/21/2020	CK 2923	Metzner	\$	37.00	Gate Opener # 40023
2/24/2020	998	Klinkefus	\$	37.00	Gate Opener # 40015
2/26/2020	1000	Deutsch	\$	37.00	Gate Opener # 40016
2/27/2020	1001	Tonon	\$	37.00	Gate Opener # 40017
2/27/2020	1001	Tonon	\$	(37.00)	Refund - Gate Remote - Needed Garage Remote
TOTAL			\$	222.00	

SECURITY

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/18/2020	994	Pruthi	\$ 18	75 DD Refund - Pruthi Event 2-15-2020 - overage on security
2/25/2020	999	Garcia	\$ 100	00 Garcia Wedding Rehearsal - 3-22-2020
TOTAL			\$ 118	75

MISCELLANEOUS

DATE	DESCRIPTION	NAME	AMOUNT		DESCRIPTION
2/21/2020	CK1989	Simpro	\$ 455.00		Reimbursement for damage caused by veh, hitting the gate arm
TOTAL			\$	455.00	· · · · · · · · · · · · · · · · · · ·

TOTAL CASH RECEIPTS - FEBRUARY 2020

\$ 27,964	.00

SUMMARY							
ENTERTAINMENT	\$	5,053.00					
ENTERTAINMENT-DEFERRED	\$	-					
ROOM RENTALS	\$	6,850.00					
ROOM RENTALS-DEFERRED	\$	3,500.00					
NEWSLETTER	\$	12,280.25					
NEWSLETTER-DEFERRED	\$	-					
CLERICAL	\$	35.00					
COFFEE	\$	450.00					
COFFEE-DEFERRED	\$	-					
DEPOSITS	\$	(2,000.00)					
DEPOSIT-RESTAURANT	\$	1,000.00					
ENTRANCE GATE OPENER	\$	222.00					
RESTAURANT/SALES TAXES	\$	-					
SECURITY	\$	118.75					
SECURITY-DEFERRED	\$	-					
MISCELLANEOUS	\$	455.00					
TOTAL	\$	27,964.00					

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Lake Ashton CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2020

						O&M	Debt			\$1,848,750.01 .36300.10100	\$444,384.65 2015-1	\$51,674.31 2015-2	\$496,058.96
Date	Collection	0&M	O&M	Debt Svc	Debt Svc	Discounts/	Discounts/	Commissions	Net Amount	General Fund	Debt Svc Fund	Debt Svc Fund	Debt Total
Received	Period	Receipts	Interest	Receipts	Interest	Penalties	Penalties	Paid	Received	100.00%	89.583%	10.417%	100%
11/14/2019	0/01/19-10/31/1 \$	1,875.00	\$ -	\$ 977.74	\$-	\$ 75.00	\$ 39.11	\$ 54.77	\$ 2,683.86	\$ 1,756.81	\$ 830.47	\$ 96.57	\$ 927.04
11/18/2019	6/01/19-10/15/1 \$	27,879.15	\$ -	\$ 8,270.64	\$-	\$ 1,417.82	\$ 415.52	\$ 686.33	\$ 33,630.12	\$ 25,920.20	\$ 6,906.78	\$ 803.14	\$ 7,709.92
11/22/2019	1/01/19-11/06/1 \$	41,250.00	\$ - '	\$ 10,348.18	\$-	\$ 1,650.00	\$ 413.93	\$ 990.70	\$ 48,543.56	\$ 38,818.89	\$ 8,711.65	\$ 1,013.02	\$ 9,724.66
11/29/2019	1/07/19-11/15/1 \$	423,750.00	\$ -	\$ 101,462.64	\$-	\$ 16,950.00	\$ 4,058.39	\$ 10,084.10	\$ 494,120.16	\$ 398,849.26	\$ 85,346.56	\$ 9,924.34	\$ 95,270.90
12/06/19	1/16/19-11/24/1 \$	500,625.00	\$-	\$ 123,833.01	\$-	\$ 20,025.00	\$ 4,953.15	\$ 11,989.60	\$ 587,490.26	\$ 471,146.88	\$ 104,223.93	\$ 12,119.45	\$ 116,343.39
12/13/2019	1/25/19-11/30/1 \$	648,750.00	\$ -	\$ 191,369.10	\$-	\$ 25,950.00	\$ 7,654.48	\$ 16,130.29	\$ 790,384.33	\$ 610,082.17	\$ 161,520.14	\$ 18,782.02	\$ 180,302.16
01/14/20	2/01/19-12/31/1 \$	111,463.77	\$ -	\$ 35,749.74	\$ -	\$ 3,432.33	\$ 1,090.96	\$ 2,853.80	\$ 139,836.42	\$ 105,781.38	\$ 30,507.54	\$ 3,547.50	\$ 34,055.04
01/31/20	INTEREST \$	-	\$ 940.76	\$-	\$ 252.55	\$-	\$-	\$-	\$ 1,193.31	\$ 940.76	\$ 226.24	\$ 26.31	\$ 252.55
02/14/20	1/01/20-01/31/2 \$	29,093.59	\$ -	\$ 8,662.22	\$-	\$ 577.13	\$ 169.38	\$ 740.19	\$ 36,269.11	\$ 27,932.86	\$ 7,467.86	\$ 868.38	\$ 8,336.25
3/13/2020	2/01/20-02/29/2 \$	20,213.64	\$ -	\$ 3,435.01	\$ -	\$ 187.50	\$ 28.38	\$ 468.65	\$ 22,964.12	\$ 19,656.64	\$ 2,962.95	\$ 344.54	\$ 3,307.49
	\$	1,804,900.15	\$ 940.76	\$ 484,108.28	\$ 252.55	\$ 70,264.78	\$ 18,823.30	\$ 43,998.42	\$ 2,157,115.24	\$ 1,700,885.85	\$ 408,704.11	\$ 47,525.28	\$ 456,229.39
BALANCE REMAI	NING	\$43,849.86		\$11,950.68									a

Gross Percent Collected	97.62%
Balance Due	\$55,800.54

COMMUNITY DEVELOPMENT DISTRICT

1

COMBINED BALANCE SHEET

February 29, 2020

		Major Funds		Total	
		Debt	Capital	Governmental	
	General	Service	Reserve	Funds	
ASSETS:					
Cash-Wells Fargo	\$156,204		\$8,573	\$164,777	
Assessments Receivable	\$19,657	\$3,307		\$22,964	
Due from Other Funds	\$330	\$16,908		\$17,238	
Investment - State Board	\$1,385,594			\$1,385,594	
Investment - State Board Capital Reserve			\$263,960	\$263,960	
Investments:					
Series 2015					
Reserve A		\$231,438		\$231,438	
Interest A		\$1,744		\$1,744	
Revenue A		\$437,073		\$437,073	
Prepayment A-1		\$81,966		\$81,966	
Prepayment A-2		\$5,419		\$5,419	
Prepaid Expenses	\$616			\$616	
TOTAL ASSETS	\$1,562,401	\$777,854	\$272,533	\$2,612,787	
LIABILITIES:					
Accounts Payable	\$64,392		\$3,375	\$67,767	
Due to Other Funds	\$8,336	\$8,571	\$330	\$17,238	
Sales Tax Payable				\$0	
Deposits-Restaurant	\$6,000			\$6,000	
Deposits-Room Rentals	\$4,975			\$4,975	
Deferred Revenue	\$14,500			\$14,500	
TOTAL LIABILITIES	\$98,203	\$8,571	\$3,705	\$110,480	
FUND BALANCES:					
Restricted:					
Debt Service		\$769,283		\$769,283	
Assigned:					
Capital Reserve			\$268,827	\$268,827	
Assigned	\$164,826			\$164,826	
Unassigned	\$1,298,756			\$1,298,756	
TOTAL FUND BALANCES	\$1,464,197	\$769,283	\$268,827	\$2,502,307	
TOTAL LIABILITIES & FUND BALANCES	\$1,562,401	\$777,854	\$272,533	\$2,612,787	

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
REVENUES:				
Special Assessments - Levy ⁽¹⁾	\$1,719,338	\$1,700,886	\$1,700,886	\$0
Rental Income	\$50,000	\$20,833	\$38,675	\$17,842
Special Events Revenue	\$130,000	\$130,000	\$154,439	\$24,439
Newsletter Ad Revenue	\$70,000	\$29,167	\$50,626	\$21,459
Interest Income	\$1,000	\$417	\$2,324	\$1,907
Contributions	\$0	\$0	\$8,000	\$8,000
Miscellaneous Income	\$5,000	\$2,083	\$8,310	\$6,227
Restaurant Lease	\$12,000	\$5,000	\$4,650	(\$350)
TOTAL REVENUES	\$1,987,338	\$1,888,386	\$1,967,909	\$79,524
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$3,000	\$1,250	\$2,350	(\$1,100)
FICA Expense	\$230	\$96	\$180	(\$84)
Engineering	\$20,000	\$8,333	\$40,061	(\$31,728)
Arbitrage	\$600	\$250	\$0	\$250
Dissemination	\$1,000	\$417	\$767	(\$350)
Attorney	\$25,000	\$10,417	\$21,485	(\$11,069)
Attorney-Golf Course	\$25,000	\$25,000	\$26,760	(\$1,760)
Annual Audit	\$4,223	\$1,760	\$500	\$1,260
Trustee Fees	\$4,310	\$1,796	\$0	\$1,796
Management Fees	\$60,236	\$25,099	\$25,098	\$0
Computer Time	\$1,000	\$417	\$417	\$0
Postage	\$3,200	\$1,333	\$1,418	(\$84)
Printing & Binding	\$2,000	\$833	\$371	\$462
Newsletter Printing	\$35,000	\$14,583	\$19,299	(\$4,716)
Rentals & Leases	\$6,500	\$2,708	\$1,562	\$1,146
Insurance	\$40,411	\$40,411	\$37,794	\$2,617
Legal Advertising	\$1,200	\$500	\$429	\$71
Other Current Charges	\$1,250	\$521	\$340	\$181
Contingency-Golf Course	\$15,000	\$6,250	\$136,150	(\$129,900)
Property Taxes	\$13,500	\$13,500	\$13,325	\$175
Office Supplies	\$125	\$52	\$15	\$37
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$262,960	\$155,700	\$328,496	(\$172,796)

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended February 29, 2020

DECONDENCIA	ADOPTED	PRORATED BUDGET	ACTUAL	
DESCRIPTION	BUDGET	THRU 02/29/20	THRU 02/29/20	VARIANCE
<u>Field:</u>	6244.000	¢1.42.402	6425 270	67 4 05
Field Management Services	\$341,960	\$142,483	\$135,378	\$7,105 (cc.574)
Gate Attendants	\$195,565	\$81,485	\$88,059	(\$6,574)
Pool Attendants	\$0	\$0 ¢750	\$1,917	(\$1,917)
Pest Control	\$1,800	\$750	\$10,432	(\$9,682)
Security/Fire Alarm/Gate Repairs	\$7,500	\$3,125	\$4,341	(\$1,216)
Telephone/Internet	\$13,600	\$5,667	\$5,303	\$363
Electric	\$216,000	\$90,000	\$82,874	\$7,126
Water	\$15,000	\$6,250	\$10,237	(\$3,987)
Gas	\$22,000	\$9,167	\$10,170	(\$1,003)
Refuse	\$10,500	\$4,375	\$5,128	(\$753)
Clubhouse Maintenance	\$110,000	\$45,833	\$63,315	(\$17,482)
Stormwater Preventive Maintenance	\$15,000	\$6,250	\$0	\$6,250
Golf Cart Preventative Maintenance	\$1,140	\$475	\$380	\$95
Pool and Fountain Maintenance	\$20,000	\$8,333	\$12,895	(\$4,561)
Landscape Maintenance	\$164,007	\$68,336	\$66,457	\$1,879
Plant Replacement	\$7,000	\$2,917	\$306	\$2,611
Irrigation Repairs	\$3,500	\$1,458	\$1,373	\$85
Lake Maintenance	\$18,540	\$7,725	\$14,280	(\$6,555)
Wetland Mitigation and Maintenance	\$34,800	\$14,500	\$10,100	\$4,400
Permits/Inspections	\$1,500	\$625	\$0	\$625
Office Supplies/Printing/Binding	\$7,000	\$2,917	\$2,249	\$667
Operating Supplies	\$23,000	\$9,583	\$6,999	\$2,584
Credit Card Processing Fees	\$4,000	\$1,667	\$2,731	(\$1,065)
Dues & Subscriptions	\$8,500	\$3,542	\$3,088	\$453
Decorations	\$2,000	\$833	\$200	\$633
Special Events	\$130,000	\$54,167	\$80,951	(\$26,784)
TOTAL FIELD	\$1,373,912	\$572,463	\$619,166	(\$46,703)
TOTAL EXPENDITURES	\$1,636,872	\$728,164	\$947,662	(\$219,499)
Excess (deficiency) of revenues				
over (under) expenditures	\$350,466	\$1,160,222	\$1,020,247	(\$139,975)
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$515,291)	(\$214,705)	\$0	\$214,705
TOTAL OTHER FINANCING SOURCES/(USES)	(\$515,291)	(\$214,705)	\$0	\$214,705
Net change in fund balance	(\$164,825)	\$945,518	\$1,020,247	\$74,729
FUND BALANCE - Beginning	\$164,826		\$443,950	
FUND BALANCE - Ending	\$0		\$1,464,197	
-	<u> </u>		<u> </u>	

⁽¹⁾ Assessments are shown net of Discounts and Collection Fees.

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS RESERVE FUND Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended February 29, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
REVENUES:				
Interest Income Capital Reserve-Transfer In FY 20	\$100 \$515,291	\$42 \$0	\$2,042 \$0	\$2,000 \$0
TOTAL REVENUES	\$515,391	\$42	\$2,042	\$2,000
EXPENDITURES:				
Capital Projects: Capital Reserves-FY20 Restaurant Equipment Allowance Pet Park Other Current Charges	\$4,700 \$15,000 \$0 \$500	\$1,958 \$6,250 \$0 \$208	\$0 \$12,057 \$6,773 \$226	\$1,958 (\$5,807) (\$6,773) (\$18)
TOTAL EXPENDITURES	\$20,200	\$8,417	\$19,056	(\$10,640)
Excess (deficiency) of revenues over (under) expenditures	\$495,191	(\$8,375)	(\$17,015)	(\$8,640)
Net change in fund balance	\$495,191	(\$8,375)	(\$17,015)	(\$8,640)
FUND BALANCE - Beginning	\$173,239		\$285,842	
FUND BALANCE - Ending	\$668,430		\$268,827	

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2015

DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Period Ended February 29, 2020

	ADOPTED	PRORATED	ACTUAL	<u> </u>
DESCRIPTION	BUDGET	THRU 02/29/20	THRU 02/29/20	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$170	\$170
Assessments - Levy	\$470,241	\$456,229	\$456,229	\$0
Assessments - Prepayments A-1	\$0	\$0	\$60,765	\$60,765
Assessments - Direct	\$0	\$0	\$1,741	\$1,741
TOTAL REVENUES	\$470,241	\$456,229	\$518,905	\$62,675
EXPENDITURES:				
<u>Series 2015A-1</u>				
Interest - 11/01	\$98,125	\$98,125	\$98,125	\$0
Interest - 5/01	\$98,125	\$0	\$0	\$0
Principal - 5/01	\$220,000	\$0	\$0	\$0
Special Call - 11/01	\$10,000	\$10,000	\$70,000	(\$60,000)
Series 2015A-2				
Interest - 11/01	\$13,750	\$13,750	\$13,750	\$0
Interest - 5/01	\$13,750	\$0	\$0	\$0
Principal - 5/01	\$20,000	\$0	\$0	\$0
Special Call - 11/01	\$0	\$0	\$20,000	(\$20,000)
Special Call - 5/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$473,750	\$121,875	\$201,875	(\$80,000)
Excess (deficiency) of revenues				
over (under) expenditures	(\$3,509)	\$334,354	\$317,030	(\$17,325)
Net change in fund balance	(\$3,509)	\$334,354	\$317,030	(\$17,325)
FUND BALANCE - Beginning	\$137,638		\$452,253	
FUND BALANCE - Ending	\$134,129		\$769,283	

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT Long Term Debt Report

FY 2020

Series 2015-1, Special Assessment Bonds								
Interest Rate:	5.000%							
Maturity Date:	5/1/2025	\$1,425,000.00						
Interest Rate:	5.000%							
Maturity Date:	5/1/2032	\$2,500,000.00						
Reserve Requirement:	50% Maximum Annual Debt Service							
Bonds outstanding - 9/30/2019		\$3,925,000.00						
	November 1, 2019 (Special Call)	(\$70,000.00)						
Current Bonds Outstanding		\$3,855,000.00						
Seri	es 2015-2, Special Assessment Bonds	var o en provinción de la construcción de la co						
Interest Rate:	5.000%							
Maturity Date:	5/1/2025	\$115,000.00						
Interest Rate:	5.000%							
Maturity Data	E /1 /2027	¢425.000.00						

		\$550,000.00
Current Bonds Outstanding		\$530,000.00
	November 1, 2019 (Special Call)	(\$20,000.00
Bonds outstanding - 9/30/2019		\$550,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Maturity Date:	5/1/2037	\$435,000.00

COMMUNITY DEVELOPMENT DISTRICT

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

FY 20

	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
	2019	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	
Revenues													
Maintenance Assessments	\$0	\$1,546,574	\$106,722	\$27,933	\$19,657	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700,886
Rental Income	\$8,600	\$5,850	\$10,125	\$7,250	\$6,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,675
Special Events Revenue	\$120,713	\$14,095	\$6,969	\$7,609	\$5,053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,439
Newsletter Ad Revenue	\$18,288	\$6,497	\$5,406	\$8,155	\$12,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,626
Interest Income	\$448	\$353	\$286	\$284	\$953	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,324
Contributions	\$0	\$0	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Miscellaneous Income	\$1,371	\$1,490	\$1,427	\$2,673	\$1,349	\$0	\$0	\$0	\$0	\$0 \$0	\$0	\$0	\$8,310
Restaurant Lease	\$930	\$930	\$930	\$930	\$930	\$0	\$0	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$4,650
1	[-						
Total Revenues	\$150,351	\$1,575,789	\$131,865	\$62,833	\$47,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,967,909
ADMINISTRATIVE:													
Supervisor Fees	\$650	\$900	\$200	\$400	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,350
FICA Expense	\$50	\$69	\$15	\$31	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180
Engineering	\$11,853	\$9,265	\$960	\$4,776	\$13,207	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,061
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$83	\$83	\$83	\$83	\$433	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$767
Attorney	\$3,770	\$2,597	\$3,609	\$4,275	\$7,233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,485
Attorney-Golf Course	\$3,306	\$13,776	\$8,086	\$1,087	\$506	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,760
Annual Audit	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,098
Computer Time	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$134	\$327	\$143	\$528	\$286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,418
Printing & Binding	\$55	\$140	\$99	\$48	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$371
Newsletter Printing	\$4,204	\$3,707	\$3,892	\$3,748	\$3,748	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,299
Rentals & Leases	\$163	\$163	\$1,075	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,562
Insurance	\$37,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,794
Legal Advertising	\$0	\$132	\$0	\$73	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$429
Other Current Charges	\$142	\$106	\$99	(\$7)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$340
Contingency-Golf Course	\$0	\$2,250	\$115,000	\$18,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,150
Property Taxes	\$0	\$13,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,325
Office Supplies	\$3	\$12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$67,984	\$51,954	\$138,364	\$39,208	\$30,986	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$328,496

COMMUNITY DEVELOPMENT DISTRICT

General Fund

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

]	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
	2019	2019	2019	2020	2020	2020	2020	2020	2020	2020	2020	2020	
<u>Field:</u>			** * ****	A					4.				
Field Management Services	\$24,450	\$33,484	\$26,059	\$25,470	\$25,915	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$135,378
Gate Attendants	\$18,043	\$17,220	\$18,027	\$17,976	\$16,794	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,059
Pool Attendants	\$0	\$0	\$459	\$1,033	\$425	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,917
Pest Control	\$593	\$9,150	\$0	\$300	\$390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,432
Security/Fire Alarm/Gate Repairs	\$928	\$2,100	\$988	\$130	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,341
Telephone/Internet	\$1,093	\$1,046	\$1,063	\$1,049	\$1,052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,303
Electric	\$18,124	\$16,727	\$16,226	\$15,494	\$16,304	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,874
Water	\$1,775	\$1,840	\$1,930	\$0	\$4,693	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,237
Gas	\$934	\$1,999	\$2,854	\$2,324	\$2,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,170
Refuse	\$1,063	\$1,015	\$1,018	\$1,018	\$1,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,128
Clubhouse Maintenance	\$25,531	\$10,792	\$6,562	\$8,034	\$12,397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,315
Stormwater Preventive Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Golf Cart Preventative Maintenance	\$0	\$0	\$0	\$190	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380
Pool and Fountain Maintenance	\$2,045	\$1,496	\$1,514	\$2,245	\$5,595	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,895
Landscape Maintenance	\$13,667	\$13,109	\$13,109	\$13,464	\$13,109	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,457
Plant Replacement	\$0	\$0	\$0	\$220	\$86	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$306
Irrigation Repairs	\$0	\$209	\$1,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,373
Lake Maintenance	\$1,545	\$1,545	\$1,545	\$5,750	\$3,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,280
Wetland Mitigation and Maintenance	\$0	\$0	\$10,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,100
Permits/Inspections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$D	\$0	\$0
Office Supplies/Printing/Binding	\$955	\$295	\$478	\$240	\$282	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,249
Operating Supplies	\$1,352	\$1,881	\$1,152	\$2,157	\$457	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,999
Credit Card Processing Fees	\$327	\$1,617	\$215	\$235	\$337	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,731
Dues & Subscriptions	\$511	\$570	\$304	\$1,509	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,088
Decorations	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Special Events	\$18,545	\$5,177	\$9,678	\$27,991	\$19,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,951
Storm Damage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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TOTAL FIELD	\$131,480	\$121,272	\$114,642	\$126,828	\$124,945	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,166
OTHER FINANCING SOURCES/(USES)													
Capital Reserve-Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Operating Expenses	\$199,463	\$173,226	\$253,006	\$166,035	\$155,931	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$947,662
Excess Revenues (Expenditures)	(\$49,112)	\$1,402,563	(\$121,141)	(\$103,203)	(\$108,860)	\$0	\$0	\$0	\$0	\$0	\$D	\$0	\$1,020,247