

*Lake Ashton
Community Development District*

Meeting Agenda

October 19, 2020



Lake Ashton

Community Development District

<http://lakeashtoncdd.com/>

Mike Costello, Chairman

Bob Ference, Assistant Secretary

Robert Plummer, Assistant Secretary

Harry Krumrie, Assistant Secretary

October 19, 2020

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

October 12, 2020

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, October 19, 2020 at 10:30 AM via Zoom Teleconference**. The Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, October 16, 2020**.

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

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

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Review of Proposals and Tally of Audit Committee Members Rankings
 - A. Grau & Associates
 - B. McDirmit Davis
 - C. Berger, Toombs, Elam, Gaines & Frank
4. Adjournment

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance

2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Consideration of Minutes from the September 21, 2020 Board of Supervisors Meeting and Audit Committee Meeting
5. Unfinished Business
6. New Business/Supervisors Requests
 - A. Consideration of Contract with Metz Culinary Management for Restaurant Services (Clean and Redlined Version Both Included)
 - B. Discussion of Restaurant Equipment Replacement (*requested by Supervisor Krumrie*)
7. Monthly Reports
 - A. Attorney
 - B. Lake Ashton Community Director
 - C. Engineer
 - I. Consideration of East Course Hole #10 Bridge Approach Repair (*backup to be provided under separate cover*)
 - D. Field Operations Manager
 - I. Discussion Regarding Purchase of a Pressure Washer
 - E. District Manager's Report
 - I. Approval to Issue Christine a Credit Card for General Fund Expenses
8. Financial Report
 - A. Approval of Check Run Summary
 - B. Combined Balance Sheet
9. Selection of an Auditor
10. Public Comments
11. Supervisor Requests/Supervisor Open Discussion
12. Adjournment

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

Audit Committee Meeting

SECTION III

SECTION A



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: October 09, 2020
5:00PM

Submitted to:

Lake Ashton
Community Development District
c/o District Manager
219 E. Livingston Street
Orlando, FL 32801

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

October 09, 2020

Lake Ashton Community Development District
C/o District Manager
219 E. Livingston Street
Orlando, FL 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2020, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Lake Ashton Community Development District's (the "District") Request for Proposal (RFP), and we look forward to continuing working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



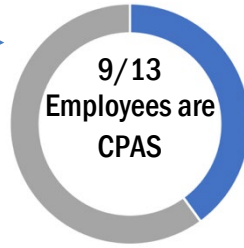
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



2 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

297 Community Development Districts Served

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

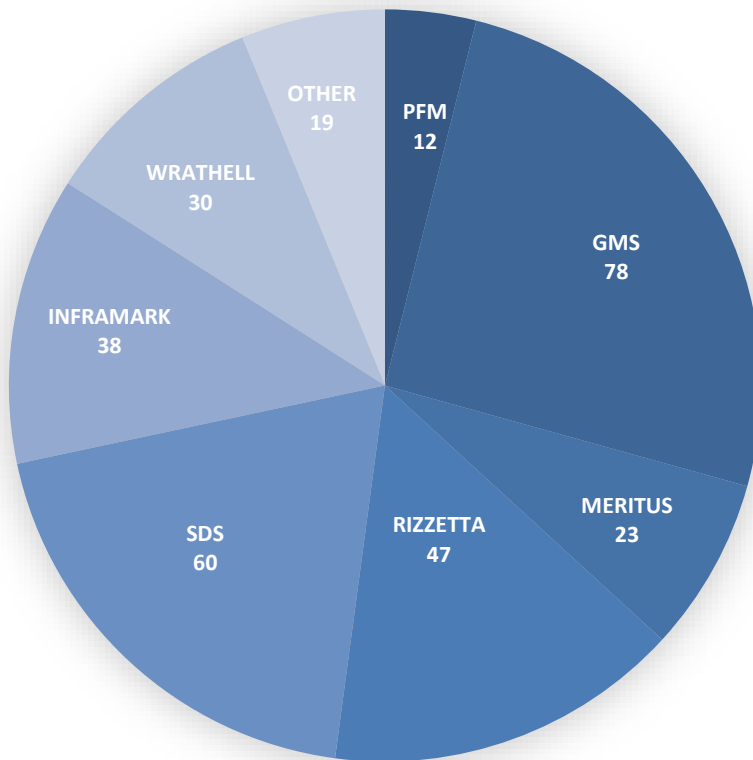
3800 Esplanade Way, Suite 210 | Tallahassee, FL 32311 | 800.342.3197, in Florida | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 30+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

58 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing Audits: 14+

CPE (last 2 years):

Government

Accounting, Auditing:

38 hours; Accounting,

Auditing and Other:

56 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I,II,IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	58
Total Hours	82 (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-6669

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)

Master of Accounting

Florida Atlantic University (2003)

Bachelor of Arts:

Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:

Carlton Lakes Community Development District
Golden Lakes Community Development District
Rivercrest Community Development District
South Fork III Community Development District
TPOST Community Development District

Westchase Community Development District
Monterra Community Development District
Palm Coast Park Community Development District
Long Leaf Community Development District
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
Indian Trail Improvement District
Pinellas Park Water Management District
Ranger Drainage District
South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
FGFOA Palm Beach Chapter

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	38
Accounting, Auditing and Other	56
Total Hours	94 (includes of 4 hours of Ethics CPE)

References



Grau & Associates
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We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
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Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2020-2024 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2020	\$4,000
2021	\$4,100
2022	\$4,200
2023	\$4,300
2024	<u>\$4,400</u>
TOTAL (2020-2024)	<u>\$21,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Lake Ashton Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

SECTION B

Proposal to Provide Auditing Services

Lake Ashton Community Development District

**For the Fiscal Year Ending
September 30, 2020
With the Option of Four Additional Annual Renewals**

Submitted by:



**934 North Magnolia Avenue
Suite 100
Orlando, Florida 32803
(407) 843-5406**

CONTACT: Tamara Campbell, C.P.A.

tcampbell@mcdermittdavis.com
www.mcdermittdavis.com

Proposal for Audit Services to
Lake Ashton Community Development District
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Letter of Interest

October 9, 2020

Jill Burns, District Manager
Lake Ashton Community Development District
219 East Livingston Street
Orlando, FL 32801

Thank you for the opportunity to submit our qualifications and experience to serve as independent auditors of *Lake Ashton Community Development District*. The accompanying proposal will provide you detailed information regarding the scope of services to be provided, as well as a profile of the firm, the individuals who will serve you, our qualifications and experience, and representative clients, including specific references.

It is our understanding that we will provide the following services:

1. Financial audit of the basic financial statements of *Lake Ashton Community Development District* for the fiscal year ending September 30, 2020, with the option of four additional annual renewals.
2. We will commit to maintain staff required to conclude the audits within the time constraints indicated in the RFP.
3. The audit will be performed in accordance with generally accepted auditing standards, *Governmental Auditing Standards* and the Rules of the Auditor General of the State of Florida.
4. The audit for the fiscal year ending September 30, 2020 will be completed no later than June 1, 2021.

We believe we are the best-qualified firm to perform the engagement for the following reasons:

- We presently audit **over fifty Community Development Districts**, fourteen municipalities and one special water district and have an excellent working knowledge of generally accepted accounting principles related to governmental entities.
- We assist in the preparation of the financial statements for most of these governmental entities.
- We have assisted nine municipalities in receiving the GFOA "Certificate of Achievement for Excellence in Financial Reporting". Most of these municipalities have been receiving the "Certificate of Achievement" between ten and twenty years. Tamara Campbell is active as a national review team member of the GFOA's "Certificate of Achievement for Excellence in Financial Reporting" program. As a review team member, Ms. Campbell reviews and evaluates financial reports submitted by cities and counties to determine whether the financial reports meet the stringent requirements to receive the GFOA'S prestigious award. Participating as a review team member, Ms. Campbell has demonstrated her expertise in governmental accounting and auditing.
- We have strong information technology ability and will input the District's general ledger balances into our ProSystem fx Engagement software and perform a virtually "paperless" audit. The District's Financial Statements are linked to the general ledger; therefore, the likelihood of errors on the financial statements is reduced.
- We have recent and continuous experience and have devoted a great deal of our continuing education to the governmental auditing and accounting field. Our firm meets the independence and education requirements of the Government Auditing Standards issued by the Comptroller General of the United States. Our firm is independent of *Lake Ashton Community Development District* as defined by Government Auditing Standards.

- We believe in continuing client contact throughout the year, not just during the audit. We encourage on-going client contact by not charging any fee for phone calls.
- We are members of the American and Florida Institutes of Certified Public Accountants and an Associate member of the Governmental Finance Officers Association. Our firm is active in governmental organizations throughout Central Florida and serves on governmental committees of the Florida Institute of CPA's.
- We are a local firm with personnel committed to quality and professional performance, accustomed to providing a high level of client satisfaction. We believe that our firm is part of a team effort to assist the District in developing the best financial reporting possible.
- We have a history of continuity of personnel assigned to the engagement. Our single office firm and low personnel turnover assures uninterrupted services from our partners and staff. We have a staff of 28 people and **8 of those are governmental audit staff.**

McDirmitt Davis, LLC has not colluded with any of the Proposers, and we have not defaulted on any previous contract, and are not in arrears on any previous or existing contract and are properly licensed.

Because of our unique qualifications and a philosophy based on complete dedication to client service, we feel confident that we can provide you with responsiveness and a range of experience that will best serve your needs.

Ms. Tamara Campbell, partner, is authorized to represent the firm and may be contacted at 934 North Magnolia Avenue, Suite 100, Orlando, Florida 32803, or phone (407) 843-5406.

We would consider it a privilege to serve as independent auditors for *Lake Ashton Community Development District*.

Sincerely,

McDirmitt Davis, LLC



Tamara Campbell, C.P.A.

Company Background



Company Background

Description and History of Audit Firm

McDermitt Davis, LLC was incorporated in the State of Florida in August 1984 and serves Central Florida from its centrally located office in Orlando, Florida. The partners and managers have over 150 years of combined experience in public accounting, and our firm has grown to be ranked as one of the top 10 accounting firms in Central Florida by the Orlando Business Journal.

Our firm now consists of the following staff:

Partners	5
Managers	4
Seniors	7
Staff Accountants/Paraprofessionals	7
Support Staff	4
Information Systems	
Technology Staff	<u>1</u>
	<u>28</u>

The total number of governmental audit staff is eight. We are members of the American and Florida Institutes of Certified Public Accountants and an associate member of the Governmental Finance Officers Association. We are also a member of the *Governmental Audit Quality Center*.

Our firm has a wide range of clients providing both goods and services in the Central Florida area. Our practice encompasses auditing, accounting, management advisory and tax services. A list of all governmental clients audited by us for the fiscal years 2015-2019 is as follows:

- **Over Fifty Community Development Districts**
- **Sun'n Lake of Sebring Improvement District**
- **Homosassa Special Water**
- City of Winter Springs, Florida *
- City of Ocoee, Florida *
- City of Longwood, Florida *
- City of Lake Mary, Florida*
- City of Belle Isle, Florida *
- City of Mascotte, Florida
- City of Tavares, Florida *
- Town of Windermere, Florida
- City of Clermont, Florida *
- City of Inverness, Florida*
- City of Orange City, Florida*
- City of Groveland, Florida
- City of Fruitland Park, Florida
- City of Minneola, Florida
- City of Umatilla, Florida*
- Town of Montverde, Florida



- These entities are presently clients of McDermitt Davis, LLC

* These entities participate in the Certificate of Achievement for Excellence in Financial Reporting program.



Engagement Team

The following supervisory people will work on the audit:

- Tamara Campbell, C.P.A., engagement partner
- Michelle Sorbello, C.P.A., audit manager
- Matthew Lee, C.P.A., audit manager



All of the above people have considerable experience on governmental audit engagements. All supervisory personnel assigned to the audit, are Certified Public Accountants. The engagement partner and audit manager will be assigned to audit on a full-time basis. In addition to the partner and managers, McDermitt Davis will utilize various audit senior and staff members for audit fieldwork.

The professional staff of our firm has been conducting governmental audits in the Central Florida area for the past thirty years. We are experienced auditors in a variety of industries and offer experience in auditing federal grants under the Single Audit Act and performing compliance audits of state grants.

License to Practice in Florida

Our Firm and all key professional staff are properly licensed to practice in the state of Florida. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy. We can provide a copy of actual License, if requested.

Independence

McDermitt Davis, LLC is independent of the District as defined by auditing standards contained in *Government Auditing Standards*.

Governmental Audit Quality Center

McDermitt Davis, LLC is a member of the AICPA's Governmental Audit Quality Center which is dedicated to establishing the highest standards of audit quality in the governmental accounting and audit sector.

External Quality Control Review

Our Firm understands the importance of developing a formal quality control program, and therefore have been a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants **since 1985**. Member firms are required to adhere to quality control standards established by the AICPA Quality Control Standards Committee and to submit to peer reviews of the firm's accounting and audit practice. Peer reviews are intensive reviews of a firm's quality control system by an independent CPA firm. Our firm has had seven peer reviews performed by the American Institute of Certified Public Accountants. Each peer review has included a review of a local governmental entity. We received a "pass" opinion on each review, which represents the best opinion that a firm can receive.

On our most recent peer review performed in 2017, we received a peer review rating of "pass", which is the highest rating that a firm can receive under the revised peer review standards. We have never been subject to any litigation or disciplinary actions by a client, the State or any professional organization for substandard field work. A copy of our firm's most recent peer review report follows this page. These peer reviews included a review of at least two governmental engagements, and it should be noted that there were no findings as a result of this review. We have never withdrawn from an engagement prior to the agreed expiration date.



Federal or State Reviews

Any Federal or State desk review has resulted in no findings and we have never undergone a Federal or State field audit.

Other Services Provided

Our experience in governmental auditing has led to the development of efficient procedures that provide various client benefits. Our services provide our clients with a wide range of knowledge, confidence, and helpful management advice. Below is a listing of the type of other services that we have provided to governmental clients.

1. Assistance in preparation of Comprehensive Annual Financial Reports for recognition by the Government Finance Officers Certificate of Achievement Program.
2. Internal audit services.
3. Issuance of Comfort Letters and Consent Letters in conjunction with the issuance of tax-exempt bonds.
4. Assistance on early implementation of new GASB Statements.
5. Assisting in compiling historical financial data for first-time submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting.
6. Detailed internal control studies and evaluations of accounting systems.



Gregory, Sharer & Stuart, P.A.

Certified Public Accountants and Business Consultants

Report on the Firm's System of Quality Control

October 13, 2017

To the Owners of McDirmit Davis & Company, LLC
And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and an audit of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis & Company, LLC has received a peer review rating of *pass*.

Gregory, Sharer & Stuart, P.A.



Continuing Education

McDermitt Davis, LLC is committed to the personal and professional growth of its staff. Our firm requires an annual minimum of 40 hours of continuing professional education for each staff member.

Our governmental audit staff complies with the continuing education requirements of the State of Florida, the Governmental Accountability Office (GAO), and *Governmental Auditing Standards* (Yellow Book). Therefore at least 24 hours during a 2-year period must be in subjects directly related to the government environment and to governmental auditing. Our governmental audit staff always exceed this requirement since they attend each year the Florida Governmental Financial Officer's Association Annual Conference which provides 22 hours of training in governmental accounting and auditing.



As a result of our governmental experience, our staff has taught classes or lectured on various topics. We offer "in-house" education courses for our staff, which at times, our clients have attended. In addition, we are available to teach seminars for the benefit of the District's accounting staff.

Information Technology

Our firm has one dedicated Information Technology specialist who has several years' experience in setting up and administering computer systems and networks of all sizes. In addition, all governmental audit personnel are experienced with various governmental software programs. We utilize automated, paperless auditing software which stores all trial balances and audit workpapers electronically. We also use Data Analysis Software, which enables us to obtain 100% of selected data and **test** "through your computer system."

One of the services we provide our clients is CLIENT PORTAL. This is a convenient online storage space in which files can be effortlessly uploaded, downloaded, stored and shared in a safe and secure environment.

Records Retention

Our firm maintains records in accordance with local, state, and Federal Public Records Retention Requirements.

Experience



Resume - Tammy Campbell, CPA

Partner

Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Taxation, University of Central Florida
- CPA, Certified Public Accountant - Florida, 2007

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- Reviewer for GFOA's "Certificate of Achievement for Excellence in Financial Reporting" program
- Member of the Orange County School Board Audit Advisory Committee

Continuing Professional Education

Tammy has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards (the "Yellow Book")*. CPE included classes on Single Audits, the *Yellow Book*, and changes in governmental accounting principles, such as GASBS 67 and 68 on pension plans.

Experience

- Tammy has fifteen (15) years of governmental accounting and auditing experience, including municipalities and airport authorities.
- Her experience has included planning, fieldwork, and preparation of comprehensive annual financial reports for several governmental audit engagements.
- Tammy has worked with all 14 municipalities in the CAFR preparation process, including assisting most cities with obtaining the GFOA Certificate of Achievement.

Governmental Audit Experience (Past 5 years)

- **Over 60 Community Development Districts**
- City of Umatilla
- City of Clermont
- City of Oviedo
- City of Lake Mary
- City of Ocoee
- City of Tavares
- City of Orange City
- Town of Windermere
- City of Longwood
- City of Belle Isle
- City of Winter Springs
- City of Inverness
- City of Mascotte
- Homosassa Water District

Resume - Michelle Sorbello, CPA

Audit Manager



Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Accounting, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Michelle has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards*.

Experience

- Michelle has 6 years of governmental accounting and auditing experience.
- She has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.

Governmental Audit Experience (Past 5 years)

- City of Winter Springs
- City of Longwood
- City of Inverness
- **Various Community Development Districts**
- City of Lake Mary
- City of Ocoee
- City of Mascotte



Resume - Matthew Lee, CPA

Audit Manager

Education, Certifications, and Licenses

- Master of Science in Accounting, University of Central Florida
- Master of Public Administration, University of Central Florida
- B.S. in Public Administration, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Matthew has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards*.

Experience

- Matthew has 8 years of governmental accounting and auditing experience.
- He has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.

Governmental Audit Experience (Past 5 years)

- | | |
|--------------------------------------------------|----------------------|
| • City of Ocoee | • Town of Windermere |
| • City of Clermont | • City of Longwood |
| • City of Oviedo | • City of Tavares |
| • City of Winter Springs | • City of Umatilla |
| • Sun 'N Lake Improvement District | • City of Belle Isle |
| • Various Community Development Districts | |



References of Governmental Accounting Experience

<u>Principal Client Contact</u>	<u>Scope of Work</u>	<u>Years</u>
Sun'n Lake of Sebring Improvement District		
<p>Ms. Tanya Cannady, General Manager.</p> <p>5306 Sun'n Lake Blvd. Sebring, FL 33872 tcannady@snldistrict.org</p>	<ul style="list-style-type: none"> Annual Financial & Compliance Audit and preparation of Financials 	2011 to Present
Sterling Hill Community Development District		
<p>Ms. Kaitlyn Gallant Rizzetta and Company Manager, District Accounting Services</p> <p>12750 Citrus Park Lane Suite 115 Tampa, Florida 33625 kgallant@rizzetta.com</p>	<ul style="list-style-type: none"> Annual Financial & Compliance Audit and preparation of Financials 	2007 to 2009 And 2013 to Present
Meadow Pointe II Community Development District		
<p>Mr. Alan Baldwin Inframark Accounting Manager</p> <p>210 N. University Drive Suite 702 Coral Springs, Florida 33071 alan.baldwin@inframark.com</p>	<ul style="list-style-type: none"> Annual Financial & Compliance Audit and preparation of Financials 	2012 to Present
Toscana Isles Community Development District		
<p>Mr. Jeffrey Pinder Wrathell Hunt and Associates Controller</p> <p>2300 Glades Road Suite 410W Boca Raton, Florida 33431 pinderj@whhassociates.com</p>	<ul style="list-style-type: none"> Annual Financial & Compliance Audit and preparation of Financials 	2015 to Present
Homosassa Special Water District		
<p>Ms. Teresa Olds, Manager</p> <p>7922 W. Grover Cleveland Blvd. Homosassa, FL 34448 hswd@tampabay.rr.com</p>	<ul style="list-style-type: none"> Annual Financial & Compliance Audit and preparation of Financials 	2007 to Present



List of 2019 Community Development District Audits:

Asturia Community Development District
Bainbridge Community Development District
Beach Road Golf Estates Community Development District
Belmont Community Development District
Bexley Community Development District
Celebration Community Development District
Chapel Creek Community Development District
Concorde Estates Community Development District
Copperspring Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Enterprise Community Development District
Fiddler's Creek Community Development District #1
Forest Creek Community Development District
Greyhawk Landing Community Development District
Heritage Isle at Viera Community Development District
Highlands Community Development District
K-Bar Ranch Community Development District
K-Bar Ranch II Community Development District
Meadow Pointe II Community Development District
Mediterra Community Development District
Mirabella Community Development District
Palm River Community Development District
Portofino Springs Community Development District
Scenic Highway Community Development District
South Shore Corporate Park Community Development District
Southaven Community Development District
Southern Hills Plantation II Community Development District
Spring Ridge Community Development District
Sterling Hill Community Development District
Suncoast Community Development District
Talavera Community Development District
The Crossings at Fleming Island Community Development District
The Woodlands Community Development District
Toscana Isles Community Development District
Town of Kindred Community Development District
Trails Community Development District
Treeline Preserve Community Development District
Trout Creek Community Development District
University Square Community Development District
University Village Community Development District
Valencia Water Control District
Venetian Community Development District
Watergrass II Community Development District
Waterlefe Community Development District
Westridge Community Development District
Wiregrass Community Development District
Wiregrass II Community Development District

Service Approach



Service Approach

Our audit will be segmented as follows:

Phase 1:	Audit Planning
Phase 2:	Evaluation and Testing of Internal Controls
Phase 3:	Substantive Testing
Phase 4:	Reporting

Phase 1: Audit Planning

Preliminary planning includes deciding on an overall strategy for the audit, obtaining an understanding of the entity and its environment, including its internal control, making an initial assessment of audit risk and materiality, and deciding on the overall timing of the engagement. We will also begin to assemble our “permanent file,” which consists of copies of organizational charts, District manuals, documents, and financial and other management systems.

We will meet with staff of the District to obtain an understanding of the flow of transactions through your accounting system. This includes understanding your computer environment in order to comply with the requirements of AU-C 300, *Planning an Audit*. We will also gather information to identify fraud risks as required by AU-C 240 *Consideration of Fraud in a Financial Statement Audit*.

We will also perform preliminary analytical procedures and compare trends for the current and at least the two previous years for unusual fluctuations. This will include review of both budget and actual amounts.

During this planning phase, we will ask management and staff at the District to identify areas of higher risk as well as other areas that they want us to focus on during our audit. We will also provide the District with a list of all schedules to be prepared by the District.

Phase 2: Evaluation and Testing of Internal Controls and Compliance

During Phase 2, we will evaluate your control policies and procedures to determine if they are functioning properly in significant transaction classes. To gain an understanding of the procedures in place, and current internal control structure, we typically conduct interviews with staff and management involved in the specific transaction class to be tested. We then perform tests of these controls to determine with reasonable assurance that control procedures are functioning as planned and whether further testing will be needed. As part of our tests of controls, we will include tests of compliance with applicable ordinances, and state and federal laws and regulations. In order to determine which ordinances, laws and regulations to test for compliance, we start by reviewing the FICPA Practice Aid *Compliance Auditing in Florida*. We then evaluate which ordinances, laws and regulations have a direct and material effect on the determination of financial statement amounts. Sample sizes are determined based upon our assessment of control risk and may be judgmental, random, or stratified, depending on the attributes of the population being tested. We will select samples from the significant transaction classes and trace from original documents through the computer system to the general ledger through the use of Data Analysis Software.





Service Approach - Continued

Phase 2: Evaluation and Testing of Internal Controls and Compliance - Continued

Our control testing includes obtaining an understanding of the computer software used by the District, and tracing sample selections through the system to determine the desired outcomes are being achieved. Our testing of Information Technology includes inquiries of appropriate personnel regarding data backups and access to District files.

After controls have been documented, evaluated and tested, we will finalize the District's audit plan. Audit programs will be tailored to fit the specifics of the District's accounting systems.

Phase 3: Substantive Testing

Our year-end fieldwork will focus on verifying balances in accounts. For example, we will confirm cash balances, as well as debt balances with financial institutions. In addition to obtaining audit confirmations, representation letters and attorney letters, we will perform tests on account balances using analytical procedures, recalculation and verification. Our firm uses ProSystem fx Engagement electronic audit software which may allow us to interface with your accounting system and reduce the time required to transfer your accounting data to a separate software package. We believe it is important to use analytical review procedures in this substantive phase of the audit. We compare analytical results to our expectation of what the results should be in order to determine if additional audit procedures are required. Typical analytical procedures include expense variances with previous years and budget amounts, revenue variances with previous years and budgeted amounts.

We will keep the District's management up to date on the progress of the audit and will discuss preliminary findings and potential problems or opportunities as we encounter them. Our approach to resolving problems encountered is to discuss with the District Manager to make sure our understanding is correct. Our process to produce a meaningful "management letter" is to review results of testing of internal controls, as well as year-end field work and draft recommendations for improvements to be discussed with management.

Phase 4: Reporting

The audit work is reviewed by the engagement partner throughout the engagement. Once the engagement partner review is complete, a second review of the financial statements is performed by the independent reviewer. This second review is required as part of McDermitt Davis's internal system of quality control and ensures the District receives the best service possible.

We will prepare a draft of the financial statements and then issue the following:

- Auditor's report on financial statements
- Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with "Government Auditing Standards"
- Management Letter

We will provide technical assistance to the District to meet changes in required disclosures. Once reports have been reviewed by management and approved in final form, we will issue final reports and supply in electronic format.

Cost Proposal



Cost Proposal

We understand the requested services include audits of the District's financial statements for the year ended September 30, 2020, with the option of four additional annual renewals. The audit will be made in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

McDermitt Davis, LLC is duly licensed under Chapter 473, Florida Statutes and is qualified to conduct audits in the State of Florida and audits in accordance with *Government Auditing Standards*.

Fees include all services, including but not limited to, meals and lodging, transportation, printing and binding, telephone, fax and copies. Out of pocket expense (if any) related to charges for confirmations will be in addition to the audit fee. Invoices will be submitted as work progresses on each phase of the audit.

Year Ended	Audit Fee
September 30, 2020	\$4,000
September 30, 2021	\$4,000
September 30, 2022	\$4,000
September 30, 2023	\$4,100
September 30, 2024	\$4,100

SECTION C

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

October 9, 2020

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 9, 2020

Lake Ashton Community Development District
Governmental Management Services, LLC
219 East Livingston Street
Orlando, FL 32801

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Lake Ashton Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Lake Ashton Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Lake Ashton Community Development District
October 9, 2020

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Lake Ashton Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 71 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 71-year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 38 of the 42 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 32 professional and administrative staff (including 14 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	9
Computer Specialist	1
Paraprofessional	8
Administrative	<u>4</u>
Total – all personnel	32

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Lake Ashton Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred fifty audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Port of the Islands Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida Early Learning Coalition, Inc. Treasure Coast Food Bank, Inc.	Gateway Services Community Development District
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Members of our audit team have acquired extensive experience from performing or participating in over 2,100 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,750 for the years ended September 30, 2020, 2021, and 2022, and \$3,930 for the years ended September 30, 2023 and 2024. The fee is contingent upon the financial records and accounting systems of Lake Ashton Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Lake Ashton Community Development District as of September 30, 2020, 2021, 2022, 2023, and 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 41 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 30 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 12 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – present)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – present)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)

Professional Experience

- ◆ Twenty-four years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 30 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 10 years

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 9 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin

Senior Staff Accountant – 7 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mrs. Marlin is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 5 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker

Staff Accountant – 4 years

Education

- ♦ Indian River State College, B.S.A. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing education courses and plans on acquiring her CPA.
- ♦ Mrs. Stonebraker is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 7 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with five years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 4 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Taylor Nuccio

Staff Accountant – 3 years

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Nuccio participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Nuccio is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Kirk Vasser

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Vasser participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Vasser is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Madison Ballash

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S.A. – Accounting (May 2020)

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Ballash participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Ballash is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



Judson B. Baggett 6815 Dairy Road
MBA, CPA, CVA, Partner Zephyrhills, FL 33542
Marci Reutimann (813) 788-2155
CPA, Partner (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

October 30, 2019

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAS, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA, CN: BR&A email: info@baggettcpa.com

Member American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA)
National Association of Certified Valuation Analysts (NACVA)

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

District Auditing Services for Fiscal Year 2020

City of Lake Wales, Polk County, Florida

INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL (100 Points)

Lake Ashton CDD Auditor Selection							
	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understanding of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
Grau & Associates					2020- \$4,000 2021- \$4,100 2022- \$4,200 2023- \$4,300 2024- \$4,400		
McDimit Davis					2020- \$4,000 2021- \$4,000 2022- \$4,000 2023- \$4,100 2024- \$4,100		
Berger, Toombs, Elam, Gaines & Frank					2020- \$3,750 2021- \$3,750 2022- \$3,750 2023- \$3,930 2024- \$3,930		

BOS Meeting

MINUTES

BOS Meeting

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

A communications media technology meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, September 21, 2020 at 10:30 a.m. via Zoom video conferencing, in accordance with the Office of the Governor, Executive Orders 20-52 and 20-69, due to the COVID-19 virus.

Present and constituting a quorum were:

Mike Costello	Chairman
Robert "Bob" Plummer	Assistant Secretary
Bob Ference	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Molly Magiano	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Matt Fisher	Field Manager
Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

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

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. Burns: Did the Board have any additions to the agenda? Hearing none,

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

THIRD ORDER OF BUSINESS

**Public Comments on Specific Items
on the Agenda *(the District Manager
will read any questions or comments
received from members of the public
in advance of the meeting)***

Ms. Burns: This public comment period is for any comments on specific agenda items. We have the public comments portion at the end for anything not on the agenda. I received one public comment that was sent to me ahead of time that was asked to be read. The comment is from Maxine Ritter, I will read that comment for her at the end of the meeting.

Resident (Steve Realmuto): My comments are mostly on the restaurant. I would like to first thank Supervisor Krumrie for the time he spent on this and he did a fairly thorough analysis of the restaurant proposers. There seem to be some valid concerns about our ability to meet the revenue projections, given the expenses Metz is proposing in these challenging times. In the times of COVID, our biggest challenge with a new restaurant coming in is going to be the number of people and therefore the revenue that a restaurant will bring in. Metz is very capable and would provide us with very good service, the question is can we realistically expect to obtain the revenue that is need to keep that high level of service. I realize the Supervisors have not discussed this yet, I just wanted to remind you not to be rash with any yes/no decisions, and perhaps think out of the box. It might not be a time to rush forward and go all in, because of the challenges we face. Perhaps we could invite Metz to come into the community to cater a meal to get a better feel for how they operate before diving all in. There are other ideas we could do, similar to the food trucks and local restaurants. I'm trying to think of ideas that would delay going all in with the rather large expenses that are necessary to make the restaurant successful. This might not be the time to start it. One other comment on the bridges, I believe the Supervisors wisely chose last month to delay any repairs involving purchasing wood because the cost of wood had gone up so much. I do believe that we should apply a preservative to the bridges that would help increase the life of the existing wood bridges. It's a low cost item that I would like to see the Board consider.

Mr. Krumrie: The Metz corporation wants to get in on the Zoom call.

Ms. Burns: I will look for them on the Zoom call and add them to our meeting.

Resident (Debbie): I agree with Steve, I don't think we should rush into anything. We really need to have success with the restaurant. My other comment is about the Bingo contract under Section 8. People are wondering if this means that Bingo is going to start. I am also wondering, if the contract is effective starting October does that mean they are going to pay rent regardless of if they meet or not? When we do start Bingo back, I would like to see the Supervisors consider a clause, that Bingo participants are not allowed to bring in outside food or beverages other than water, and that Bingo shall not provide or sell any food or drinks of any kind.

Ms. Burns: At this time, I will read Maxine Ritter's comment that she emailed to me. It states, "Why are the minutes of the prior CDD meetings not being posted to the Lake Ashton CDD website? The last minutes posted are 5/18/2020. Is not the posting of minutes some type of legal requirement? Also, on 6/26/20 Mike Costello and Jim Mecsic sent out an email advising that the CDD would take action if any residents tested positive for COVID19. Residents were to advise the CDD of any positive virus tests. Notices to the community were to be sent out. No further emails on this subject have been received, giving, I believe, a false sense that no cases of COVID19 had come into the attention of the CDD and the community was relatively virus free. Since we were assured that the board was on top of the this and that the community would be notified, and subsequently no notice had been received, it was logical for the community as a whole to feel that we were relatively safe to go to the pool and the food trucks and such, while practicing safe protocols. Imagine my surprise when I heard that one of our board members was reported to have tested positive recently. No notices have been sent. I don't need to know who has the virus, but if the CDD is indeed compiling this information, a general email blast that we ten cases, or a hundred, or a thousand would be helpful in assessing the risks and in protecting the residents who are at risk. If the CDD is no longer monitoring the virus numbers or contact information, please let the community know!! If the CDD is monitoring the virus information, what are you doing with it? Thank you, Maxine Ritter."

Mr. Costello: Was there a comment in there that one of our Board members tested positive?

Ms. Burns: I don't think you should respond to that.

Ms. Carpenter: We don't have information about that or have authority on who is reporting that.

Ms. Burns: I did write a response to Ms. Ritter to clarify that the CDD is not gathering COVID information. We are notifying residents should we be made aware that somebody tested positive who has utilized the amenity facilities within the community. That is the extent of our notification. To this point, we do not have any cases that were reported to the CDD where a resident has utilized the facilities within 14 days and then tested positive.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 17, 2020 Board of Supervisors Meeting

Ms. Burns: Did the Board have any questions, comments, or corrections to the August 17, 2020 Board of Supervisor meeting minutes? Hearing none,

On MOTION by Mr. Krumrie seconded by Mr. Ference with all in favor, the Minutes of the August 17, 2020 Board of Supervisor meeting, were approved.

FIFTH ORDER OF BUSINESS

Unfinished Business

Ms. Burns: There being none, the next item followed.

SIXTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Public Hearing

I. Public Hearing on the Adoption of Revised Golf Course User Fees and Rates

Ms. Burns: If you remember at our previous meeting, we set the public hearing for today September 21, 2020. Lake Ashton II per the lease agreement set the rates at a prior meeting. Administratively, because the golf course lies in both counties, this Board needs to adopt those rates as well. The advertisement for the public hearing was placed in the paper. At this time, I would ask for a motion to open the public hearing.

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

Ms. Burns: At this time I will open the meeting up for any public comments on the golf course user fees and rates. Hearing no public comments and seeing no hands raised on the Zoom call, I will ask for a motion to close the public hearing.

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

a. Consideration of Resolution 2020-11 Adopting the Revised Golf Course User Fees and Rates

Ms. Burns: The rates are attached as Exhibit 'A' in your agenda package under Resolution 2020-11. I would be glad to answer any questions that the Board has.

Mr. Krumrie: In addition to the fees and the rates, are we also approving the Revised Amenity Policy?

Ms. Burns: No, this is just on the rates for Fiscal Year 2021.

Mr. Krumrie: Good, thank you.

On MOTION by Mr. Plummer seconded by Mr. Krumrie with all in favor, Resolution 2020-11 Adopting the Revised Golf Course User Fees and Rates, was approved.

SEVENTH ORDER OF BUSINESS

Discussion to Amend and Extend Existing Service Contracts

Ms. Burns: Christine, do you want to review this?

Ms. Wells: Yes, I will. There was a spreadsheet included in the agenda package that shows there are no increases from the current maintenance service contracts. The Applied Aquatics contract is currently \$6,795 per month totaling \$81,540 per year. Heartland Pools is \$1,465 per month totaling \$17,580. Yellowstone is \$15,442 per month totaling \$185,300 per year.

Mr. Ference: Christine, are you satisfied with the performance of all these folks?

Ms. Wells: We are. We are working with Yellowstone to get on the same page on a few things.

Mr. Costello: Yellowstone, we have had several conversations in the last week with them about the fact that certain things that need to be done have not been done. Due to

the weather I understand that they are limited in the hours they can work. But, there have been things that were grossly neglected. I know that you spoke to them and I'm not saying we shouldn't go forward, but if that behavior does continue there is an out clause on these contracts. If we pay for a service, I want to see it done.

Mr. Ference: Mike, what are you referring to that they are not doing?

Mr. Costello: One of the trees taken down last week, several weeks Christine had spoken with Yellowstone. They said it just needs this and that. Next thing we knew, they were telling us that the tree has to come down. We've had several complaints. One person came in complaining about Yellowstone doing work and not cleaning it up properly. My biggest contention is that if we are going to pay for a service, I want the service done. It irks me to see good money going to waste, in the fact that we have to continuously talk to them on different items. They've been made aware of the problems and hopefully we don't see a problem going forward.

Mr. Ference: Mike, when you bring it to their attention that they've been neglecting things, do they come back and remedy that problem?

Mr. Costello: In some cases yes they have. Bob, my problem is that this has been going on for several months now. Christine, I would hope that you have a listing of the problems that we've had over the last several months. I'm not saying this is a major thing, I just want everyone to be aware that Yellowstone has been talked to over the course of the last several months, several times.

Mr. Ference: Christine, who oversees their work?

Ms. Wells: Matt and I just had a meeting with our account manager, his boss (the site manager), and that person's boss (the District manager). We made it very clear that we can see some slipping in their duties that they are supposed to do according to contract. The account manager has been more responsive in getting some of the things we need, and his boss has been more responsive as well. Time will tell if those will be permanent changes or if they are just correcting them because we just talked with them. For the other contracts, Applied Aquatics and Heartland Pools have been great. Applied Aquatics has been doing great with the transition of all the extra golf course ponds.

Mr. Costello: We couldn't have gotten a better response than what got from Applied Aquatics when we took over the lakes. The next day, they were here doing the work.

Ms. Krumrie: I have one question. What is the escape clause in the contract with Yellowstone.

Ms. Burns: It's usually 30 days, that is what is standard in most District agreements.

Ms. Carpenter: That's correct.

On MOTION by Mr. Ference seconded by Mr. Krumrie with all in favor, Authorization for Counsel to Draft Renewal Agreements for Fiscal Year 2021 for Applied Aquatics, Heartland Pools, and Yellowstone, and Authorization for Chairman to sing, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Room Rental Contract for Lake Ashton Bingo

Ms. Wells: This contract is renewed every year, and it is renewed on September 30th. John DeWinkler did reach out to see if we would be renewing. He did not indicate whether he was going to be starting Bingo again. My understanding is that they are looking at the first of the year.

Mr. Costello: I don't believe that John has a date in mind for reopening Bingo up. We're talking about 200 or 300 people in a room, and I don't think we're ready for something of that nature. Bingo has been very good to Lake Ashton, they are \$20,000 under normal circumstances, of our normal income. It's a considerable amount of money. They've always been a good neighbor, as far as helping us out. I think the contract should be approved and should remain at the same amount they've been paying all along.

On MOTION by Mr. Costello seconded by Mr. Plummer with all in favor, the Room Rental Contract for Lake Ashton Bingo, was approved.

NINTH ORDER OF BUSINESS

Discussion Regarding Cleaning Services Agreement

Ms. Wells: The cleaning service agreement is renewable on November 1st. Staff has been having quite a few issues with the cleaning company over a few years. We've been trying to work with them for years. It's becoming a full time job trying to submit an email every time something is wrong. It's almost daily that there are items they are not

doing. We do feel that staff can take over some of their cleaning duties in the interim, since staff has been doing a lot of sanitizing themselves since COVID began.

Mr. Fisher: A lot of the items on the contract are things that Jared and I could do for now. Jared has background in janitorial services, and we feel like we could do this job and save the District a lot of money.

Mr. Costello: Christine and I have spoken about this for two weeks. Matt, I appreciate that your team is looking to step up and do it. I don't mind paying for a service, but I want the job. It's their obligation to do the work if we pay the bill. We're paying but they're not working.

Ms. Wells: We do feel it's possible that our staff could do this or we wouldn't have brought it up. If we get to doing it and we find that it is just too much, then we would come back to you guys with another cleaning company for a contract.

Mr. Plummer: When is their contract expiring?

Ms. Wells: October 31st.

On MOTION by Mr. Costello seconded by Mr. Ference with all in favor, Not Renewing the Cleaning Services Agreement on October 31st, was approved.

TENTH ORDER OF BUSINESS

Discussion Regarding Contract with Metz Culinary Management for Restaurant Services

Ms. Burns: I'm going to turn it over to Harry to take it over from here.

Mr. Krumrie: It's Metz on the phone?

Ms. Burns: Yes, the representative is on the Zoom call.

Mr. Krumrie: Did they have any opening comments?

Mr. Jack Brill: Harry, this is Jack Brill. I have a few other people joining us. Jeff Brown is back on with us. Thank you for your time and the Board's consideration this morning. It's been a lot of fun the last several visits. I'm pleased to introduce Rick Sell, the Vice President of Restaurant Operations, and Greg Polk our Chief Operating Officer. For the other Board members, Harry met our founder and chairman John Metz. We spent

a morning looking at the operation a few weeks ago. I am excited to answering an additional questions and I look forward to a discussion with the Board.

Mr. Krumrie: They are proposing that the restaurant will start November 1st, but we're probably looking more around November 15th. They would operate 7 days a week and have a grand opening as well. They will need access to the restaurant two to three weeks before opening to train and hire staff. They are proposing to bring in someone to evaluate our current equipment. There are three or four items we are in immediate need of that we would have to buy before they took possession of the restaurant. The restaurant capacity is 150 people. Since we're at 50% capacity we are at 75 people in the restaurant at one time. In the proposed budget, Metz is proposing that retail sales would be \$943,000. That does not include catering of any sort. That comes out to about 80 plates for lunch every day, and 120 plates for dinner. Serving of the plates can come in different forms, it does not mean people have to be in the restaurant. That also means take out and home delivery. Alcoholic beverages represent about 20% of sales. We talked about catering, because there was a big number in there for catering initially. I think it was \$218,000. We talked and decided we are probably not going to be able to do catering for at least 6 months if not longer. We had to back out some numbers from that. That took the number from \$218,000 to \$72,000. We depend on catering, because there is a good markup on catering. The management that I talked to want to include a general manager and an executive chef. Those salaries are in the range of 70,000 to 75,000 each. I asked if we could get by on less than what they are proposing, but their response is that their reputation is on the line. They want to start out the right way, and I agree with them. They are still proposing a \$60,000 startup cost that they would bear, but then amortize that startup cost over 5 years or the length of the agreement. We talked about food and liquor inventory, because we are going to own the inventory. They would help us get rid of that to the extent that the agreement was terminated. Going back to the 80 plates for lunch and 120 for dinner, we have about 1,000 houses occupied in Lake Ashton on average. That equates to about 1,900 residents that are available to use the restaurant. When you start dividing that out, somebody would have to use the restaurant about once a week in order to meet the budgetary amounts. The new budget in front of me says that we'll lose

\$142,000 on the restaurant side and \$8,000 on the catering side for a total of \$150,000. That does not include the \$60,000 out of the gate.

Mr. Costello: One of the things proposed was that each house would be assessed \$500 for using the restaurant. I don't look forward to doing the \$500 mandatory payout. Could we do this in a way where people could take advantage of the \$500 up front, and we could kick in 5%.

Mr. Krumrie: We talked about that Mike, we actually talked about using a card. I'm not sure it would increase the revenue, but it would make it more convenient in terms of payment.

Mr. Costello: Is there any way to incentivize people to not use credit cards? I saw that they expect it to cost them \$38,000 from people using credit cards. Right now our meeting room is doing nothing, can we also utilize that as space in order for Metz to bring meals into the clubhouse and meeting room?

Mr. Brown: It's common marketing practice to give a discount for purchasing a card in advance. It's a great way to get people to purchase in advance.

Mr. Brill: Having the golf cart delivery service with everything going on, I think is going to be a significant amount of our business.

Mr. Costello: We are dealing with the pandemic right now, people are going to do what they feel comfortable doing. When you're trying to project how many people we are trying to bring in, it becomes tough. I know you guys are dealing with that everywhere at this time.

Mr. Brill: That's why it's good to have delivery options, pickup options, dine in options, options for people to eat on the patio, etc. We are offering all sorts of variety to make the guests feel comfortable in participating and purchasing a meal for a good dining experience.

Mr. Krumrie: Can you comment more about the clubhouse manager and the chef that you need. You need those off the bat?

Mr. Brown: You get one great chance to make an impression on everybody. If you come in and you don't have the proper staff, menu, and quality, then there's a good chance they won't come back. It's important we get those people in before we open and that they work on developing the recipes to match the menu so that we have consistent

quality. We need a general manager who can oversee the whole operation, because it's all about service and food.

Mr. Krumrie: They also added a marketplace as another way of potential form of revenue. We could sell three, four, or five frozen meals at a time to residents. That generates revenue.

Mr. Brill: We have our culinary center in Sarasota which produces those every day. We were trying to think of residents that might not have the mobility to eat out.

Mr. Krumrie: We are at \$150,000 loss, protected. My question is what is our chances of hitting that. What's our confidence in that number of that projected \$150,000 loss. How do we know it won't be more.

Mr. Brown: I'm fairly confident in it. It's a tough year to guess that number, but we've taken out a lot of things that would in the future improve those finances, like catering, so that they didn't make that number better than it's going to be. Part of our responsibility is to manage the cost. If we were not doing the revenue that we are projecting, we will be looking daily at our staffing levels to make sure we're doing everything we can to control costs.

Mr. Plummer: Harry, I've been pleasantly surprised at the input that I've had personally from residents who have looked at Metz's proposals. There's excitement of having Metz onboard here. Some people did not support the previous restaurants but were excited about this company. There seems to be a significant amount of excitement about the patio service as well as the pool and outdoor bar. One advantage we have that we've never had before is that Metz has a marketing division.

Mr. Costello: Is there any advantage to going to six days versus seven?

Mr. Brown: If we were to come in the door and see that certain days are extremely slow, that's a prudent move. You haven't had anything running in a while, so we need an opportunity to see how it goes first.

Mr. Costello: We meet monthly. Will you have a representative at the meetings?

Mr. Brown: Our general manager would be at every meeting, and I would be at quite a few of them as well.

Mr. Krumrie: Bottom line now, if we achieve the number of \$150,000 loss the only way we are going to be able to cover that is if we take it out of Capital Reserve. Next year

at this time, the Capital Reserve will have to be replenished. What happens if next year if we have a \$100,000 loss? We could tax the East side but not the West. We need to decide if we are willing to take the \$150,000 out of the Capital Reserve.

Mr. Ference: Things are not normal right now, so I don't know if it's the time for us to consider opening a restaurant.

Mr. Krumrie: I agree with you 100% Bob. But there are people who want a restaurant here now.

Mr. Costello: I think the majority of people do want to see somebody in that restaurant period.

Mr. Ference: At any cost?

Mr. Costello: I'm not going to put people's lives in jeopardy. People have had it with sitting home. They want a restaurant in there. It will be up to the individual if they're going to take the risk of going to a restaurant or not. There are a lot of people in this neighborhood who are going out right now.

Mr. Ference: But the losses they are projecting are for normal times, these are not normal times so the losses should be far greater.

Mr. Brill: We really went on a conservative nature based on the current times, based on 50% capacity, based on have a significant to go business. We did factor those conditions in. We're seeing a pattern in Florida, based on the Florida Lodging Restaurant Association numbers, you're seeing a significant number of restaurants both chain and independent that are only open at 50% capacity but they're running between 75% and 90% of their pre-COVID volume. They're doing it with less labor because they have 50% capacity, so their bottom line is doing fairly well. I want Robert to know that we were very cautious in these projections. We know these are not normal times.

Mr. Ference: But how many restaurants have gone out of business exactly for that same reason?

Mr. Brill: A significant number, and a lot were small and didn't have the capital to withstand.

Mr. Plummer: Jack, in your experience, how often do you think a person will use the restaurant?

Mr. Sell: In our budget, we've built in one visit a week. In regular freestanding restaurants, you're looking to see a guest once a month. I do think this is a realistic and conservative budget. Like Jack said, it's remarkable to see how strong restaurants have been amidst the pandemic. Even with reduced capacity, we have restaurants that are actually beating prior year sales. I think messaging to the residents about safety and about precautions we are taking to make sure we're serving safely will also help. I think the to go component has a strong potential for us here.

Mr. Costello: If we end up with a \$150,000 loss, Harry you said we would have to take that from the reserve. We could put a special assessment out there instead of putting it into our normal assessment.

Mr. Krumrie: For the first time in the history of Lake Ashton, we have somebody that would be willing to communicate with us more than anyone else has in the past.

Mr. Costello: I am one of four that would like to move ahead with this.

Mr. Plummer: I've heard mostly positive and very few negatives from people I've talked to. I think if we're going to do a restaurant this is our best option.

Mr. Costello: Jan, where are you on this?

Ms. Carpenter: From my standpoint, we need to do some revising to the contract to make it work with our program and layout. Once we get through that, we'd need bond counsel to approve the structure. I would suggest waiting until the next meeting to approve a contract. That way we could get our draft to bond counsel, and after we get that back Metz will be able to go through it to review.

Mr. Krumrie: Could we give authority to the Chairman to sign off on that before the next meeting?

Ms. Carpenter: Yes, we could delegate authority for that.

Mr. Krumrie: I think we are leaning towards a start date of November 1.

Mr. Costello: We could also continue the meeting, then we could approve it at the continued meeting.

Ms. Burns: We don't need any action on this if we are continuing the meeting.

ELEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Ms. Carpenter: We've been working on a couple contract addendums and the restaurant issue.

B. Lake Ashton Community Director

Ms. Wells: The Project Tracking List was included in the agenda packet. We reached out to Blackburns after the last meeting and they agreed to match the quote of the previous contractor. We issued an agreement with them and put in the deposit. They said it's going to be about 3 to 4 weeks to receive materials. As soon as we send them a check number, they'll be able to order the materials. The bowling alley is still going on, and we are still scheduled to finish on October 13th. The plants on the west side of the entrance, the soil is going to be replaced there because the plants keep failing in that area. The palm tree that Mike mentioned has been removed. I got a quote on Friday for a replacement. One quote is to replace with a 16' – 20' medjool palm, that would include removing and grinding the stump and that totals \$6,239.89. Another quote was to replace with a pygmy date palm, which is a triple palm that is 4' tall and it would include grinding and installation. That quote totals \$1,077.93.

On MOTION by Mr. Ference, seconded by Mr. Krumrie with all in favor, the Quote to Replace the Palm Tree taken down with a Pygmy Date Palm totaling \$1,077.93, was approved.

Ms. Wells: We did away with the annuals in front of the clubhouse. We are looking at some filler for that area to brighten it up some. It could be absorbed in our current budget. I just want to make sure it's okay to move forward with the project. It's \$1,603.90.

Mr. Costello: I think that's fine with the Board.

Ms. Wells: I don't hear any objection to that so we will move forward. Applied Aquatic is still working on the grass carp. They're waiting on the biologists with the FWC to get permission to move forward. A supervisor had asked that I obtain a quote to extend the awning over the horseshoe bar. We only received one quote because I wanted to make sure it was something the Board wanted to move forward with.

Mr. Krumrie: Should we check with Metz that it will be enough? I don't want to have to go back and do it twice because the awning doesn't offer any protection from the sun.

Ms. Wells: We can do that. The other item was in an effort to update the look of the dining room, we would like to remove the chandeliers in the restaurant. Matt feels confident they can do that in house.

Mr. Krumrie: Again, I think Metz should be included in that decision.

Ms. Wells: Okay, the next item was painting the foyer in the main hallway. We've gotten the new furniture in place and the designer recommended that we paint the foyer to give an updated color. While we're on the foyer I have two quotes to remove the chandelier and replace with two recessed lightings.

On MOTION by Mr. Costello, seconded by Mr. Krumrie with all in favor, Removing the Chandelier in the Foyer, was approved.

Ms. Wells: I have a list of surplus items. The chandelier that Kincaid is removing, broken desk chair, and the palms.

On MOTION by Mr. Costello, seconded by Mr. Krumrie with all in favor, Surplus Items including the chandelier, broken desk chair, and palms, was approved.

Mr. Costello: We had discussed letting more people in the rooms. Jan, what is your opinion on that?

Ms. Carpenter: I think it's fine as long as you're following CDC, county, and state guidelines.

C. Engineer

Mr. Rayl: I have a few updates. First, the improvements at Dunmore and Mulligan I'm going to call 99% complete. There's a little bit of asphalt work to do at the interface of those two roads, but beyond that all the improvements have been made and everything is worked as expected. On 4325 Heathland we made a repair in the road. We found that

the source of the issue was a separated conduit. The work on Ponds 2 and 3 was completed. For less than \$10,000 the contractors was able to modify the berms on both the ponds to lower the elevation at which they could outfall. Between 6 inches to 12 inches of additional freeboard has been added to those ponds so they will discharge before the water rises up into anyone's homes. I'll be meeting with the contractor to get pricing for some of the bridge repairs. The gate installed on 15th hole was installed on our side of the fence. Once we get everything agreed upon with the rancher, we can cut his fence, connect this gate to it, and immediately have a point of access to be able to work through. We heard from a resident about not moving forward with the running board decking on the bridges. I still maintain the position that lumber costs are way too high right now. Lake Ashton II did a seal on their bridge decks in the interim to extend the life.

Mr. Costello: Do we have a price on what it would cost to seal our bridges?

Mr. Rayl: We don't but I can check with CDD II and see how they went about it and provide some recommendations.

D. Field Operation's Report

Ms. Wells: I included a summary of the projects we've done in the agenda. We've been trying to keep a lot of stuff in house. We have a great addition to our team and he has been doing a lot.

E. District Manager's Report

Ms. Burns: The executive order on remote meetings is currently in place through the end of the month and we will continue to monitor that.

**Mr. Ference left the meeting at this time.*

TWELTH ORDER OF BUSINESS

Financial Report

A. Approval of Check Run Summary

Ms. Burns: The check run summary is through today September 21st totaling \$188,372. If there are any questions I would be glad to answer those.

Mr. Plummer: We spent \$23,153 on property appraisal. Why was that done?

Ms. Burns: It's the tax collector.

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

B. Combined Balance Sheet

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

Mr. Krumrie: What would it take for us to get a more current financial statement? This statement is dated July 31. Could we get the August financials before the end of September?

Ms. Burns: The agenda package went out before the 15th, but I'm sure we have the August financials now. I can circulate that to the Board after the meeting.

Mr. Krumrie: We budget \$45,000 for an engineer and attorney, and to date we've spent \$142,000 and we'll probably have more bills coming in.

Ms. Burns: A lot of that has to do with the frequency of meetings. I think it was a lot of the golf course related items we had earlier in the year, we were meeting multiple times a month. We also had litigation with the restaurant which required a lot of additional work from the attorneys that was not contemplated when this budget was adopted.

Mr. Krumrie: It's just a big number, it makes me shake my head. My other question is what month are you going transfer the money out of administrative expenses for the contingency golf course and put that under capital?

Ms. Burns: The payment to Lake Ashton II?

Mr. Krumrie: The payment occurred in December, and we haven't transferred it out of there. It showed up under administration under an operating expense.

Ms. Burns: We had it set for the next year to put it out of capital. This was the payment for the previous year where it wasn't in the capital budget. For the next year when we make that payment, it will show as a capital reserve expense.

Mr. Krumrie: Next question I have, under revenues and then under contributions, we received \$8,409 in contributions. I assume most of that was related to the pet park.

Ms. Burns: That was from the HOA I believe.

Mr. Krumrie: Under capital expenditures, why do we show pet park for \$9,900?

Ms. Burns: We had the quote to install the dog park with the HOA providing \$8,000 so the district was paying the additional expenses. They weren't covering the entire cost.

Mr. Krumrie: Why isn't the revenue showing up under capital?

Ms. Burns: We can transfer that revenue.

Mr. Krumrie: Let's do that all the time Jill.

Ms. Burns: We transfer what the Board approves in the budget, if you want additional funds transferred all we need is Board direction to do that. We are not just automatically going to transfer funds into the capital reserve without Board direction.

On MOTION by Mr. Krumrie seconded by Mr. Costello with all in favor, Moving Revenue from HOA for Pet Park to Capital Reserve, was approved.

THIRTEENTH ORDER OF BUSINESS

Appointment of Audit Committee

Ms. Burns: The last item we have is the appointment of the Audit Committee. We are having an Audit Committee meeting right after the adjournment or continuation of the Board meeting. I suggest that the Board appoint themselves as the Audit Committee.

On MOTION by Mr. Costello seconded by Mr. Plummer with all in favor, Appointment of the Board of Supervisors as the Audit Committee, was approved.

FOURTEENTH ORDER OF BUSINESS

Public Comments

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

Resident (Debbie): I have several questions and comments. Let me start with the chandeliers. While I understand the vote and the explanation, I'm wondering if this might now be a good opportunity to do a quick computer survey from residents to see if they want a chandelier replace. The clubhouse creates a lot of emotional feelings. One of them when you walk in is that wow factor. This could be a nice opportunity to help residents feel a part of the decision. The other opportunity to include residents could be a quick survey in regards to the restaurant, especially on the East side if we are going to potentially absorb a loss. See what the residents think. I do want to thank you guys for

staying on top of Yellowstone and recognizing how important quality of service is. Sometimes suppliers can become lackadaisical when they've had a job for a long time. In regards to the restaurant proposal, great idea about discounting for residents. Would that be for the East side since they are the ones absorbing the cost? Or would they have a greater discount than the West side? Also, possibility of a rewards program is a good idea. In regards to the marketplace that Metz was talking about, would that be a pass through? You talked about it being a revenue stream. If that's the case, what kind of percent increase would you be looking at? In regards to a menu, residents versus outside people using the restaurant. If the East is absorbing the cost is there a way to further discount or compensate for the residents. My last question is who would own the alcohol license, us or the management company? That's all I have. Thank you.

Resident (John): I raised my hand to speak when Christine was giving her report and talking about painting the foyer and the hallways. I believe it was skipped over and no action was taken. I agree with Debbie that we need a wow factor. That yellow with the brand new floor is the wrong color. I would like to see one of the Supervisors put that on the list to get some quotes for the foyer to get that painted. The other comment I had, is Mike is thinking about opening things up in the community a little bit. I would like to suggest opening the gym and the clubhouse on Saturday and Sunday, maybe for limited hours like 6:00 a.m. to 2:00 p.m. That's all I have.

Resident (Stan): When we go with Metz, please make sure you have this coupon option available. We used to go to Manny's quite often and every Christmas they would have a \$100 gift card that you would get an extra \$50 or \$20 if you got one. I'd buy \$300 or \$400 worth of those every year. I know a lot of other folks that did to. I think the coupon option would be something that a lot of people would look forward to.

FIFTEENTH ORDER OF BUSINESS

Supervisor Request / Open Discussion

Mr. Costello: I was at the Republican Club meeting for candidates running for office, and one of the things I noticed was that they would like to have office hours for people to come and talk to them. That's something that tells me that people feel they don't have a way to contact us. I spend a lot of time in the clubhouse and people can talk to me there. However, in order to put us out there a little more, I would like to have business

cards made up for each Supervisor. I would like to see our names and numbers published in the LA Times every month. If you don't want your phone number in there, we won't advertise that.

Ms. Burns: Supervisor's phone numbers and emails are on the District's website, which is required by the statutes. If residents are looking for that information we already have that available to them on the CDD website.

Mr. Costello: Yes, I know. But if it's in the magazine, everybody gets one of those.

Mr. Plummer: I'm in favor of that, I'd be fine with my number in there.

Mr. Krumrie: I like the idea.

Ms. Burns: Will you reach out to Bob Ference and make sure he is okay with that?

Mr. Costello: Yes. It's up to him, I don't want to make him do that.

Ms. Burns: We need to pick a date to continue this meeting. Two weeks from today is October 5th. We were looking at 2:00 p.m.

Mr. Costello: That sounds good.

SIXTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns continued the meeting to October 5th at 2:00 p.m. to be held via Zoom if the governor's order was extended or in person.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

Audit Committee Meeting

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

A communications media technology Audit Committee meeting of the Lake Ashton Community Development District was held on Monday, September 21, 2020 at 12:30 p.m. via Zoom video conferencing, in accordance with the Office of the Governor, Executive Orders 20-52 and 20-69, due to the COVID-19 virus.

Present and constituting a quorum were:

Mike Costello	Chairman
Robert "Bob" Plummer	Assistant Secretary
Harry Krumrie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Molly Magiano	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 12:30 p.m. and called the roll. Three supervisors were present at roll call.

SECOND ORDER OF BUSINESS

Public Comments Period

Ms. Burns: Are there any public comments on the Audit Committee meeting?

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposals and Selection Criteria

Ms. Burns: You can see in your package a form of an RFP for auditing services. This is for the Fiscal Year 2020 audit as well as some renewals. The proposal contemplates the RFP's to be due October 9th which would allow us for enough time to review those before our October meeting and select an auditor.

On MOTION by Mr. Krumrie, seconded by Mr. Costello, with all in favor, the Form of RFP and Selection Criteria and Authorization for Staff to Issues the RFP, were approved.

FOURTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the Audit Committee meeting.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

SECTION A

AGREEMENT

THIS AGREEMENT, (the “Agreement”), is made effective this ____ day of October, 2020 (the “Effective Date”) by and between Lake Ashton Community Development District c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “Client”) and Metz Culinary Management, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to transact business in Florida (“Metz”) with offices located at Two Woodland Drive, Dallas, Pennsylvania 18612.

BACKGROUND

A. Client is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and pursuant to City of Lake Wales, Florida Ordinance No. 2000-11, as amended by Ordinances 2001-01, 2002-06 and 2005-11.

B. Metz is engaged in the business of supplying food management service to public and private institutions in the continental United States in connection with the operation of such institutions’ food services programs.

C. Client desires to have Metz operate and manage Client’s dietary and food services operation and provide such other services or operate and manage such other activities as more fully described in Article 1 hereof.

D. Metz desires to provide Client with the Services (as such term is defined in Article 1 hereof) on the terms and conditions set forth herein.

Now therefore, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows with the intention of being legally bound hereby:

ARTICLE 1 **SCOPE OF SERVICES**

1.1 All paragraphs of the Background are incorporated herein by reference as if fully set forth at length.

1.2 Client agrees to retain Metz and Metz agrees to accept such engagement from Client, to operate and manage Client’s food services program (the “Program”) and such other activities as set forth in this Article 1 (collectively referred to as the “Services”). The Services shall commence on **December 14, 2020** (the “Service Commencement Date”).

1.3 Client agrees to furnish to Metz for its Services under this Agreement and through the throughout the term of this Agreement, and any extensions or renewals thereof, that certain restaurant space and the adjacent covered patio area within the Lake Ashton Clubhouse (the “Clubhouse”) located at 4141 Ashton Club Drive, Lake Wales, Florida 33859, as more fully described on Exhibit “A” attached hereto, the terms of which are made a part of this Agreement (the “Facility or the “Facilities”). After the execution of this Agreement and in any event prior to the Metz’s rendering of any Services hereunder, Client shall ensure that the Facility, including but not limited to the kitchen in the Facility, shall be in good and clean condition.

1.4 Client will assure that the Facilities remain in compliance with all statutes, regulations, ordinances, directives and/or rules of governmental bodies or agencies or public health agencies applicable to Client and the operation of the Program (“Applicable Law”). All items furnished by Client (the “Personal Property”) shall remain the sole property of Client, including any Investment Property described in Section 2.7 herein, and Client shall, at its sole cost and expense, maintain and make all necessary and reasonable repairs or replacements to such Personal Property, except that Metz shall be responsible for all damage to the Personal Property and Facilities caused by the negligence of its employees, principles, assigns and agents in the performance of their duties for Metz. Client shall at all times have ready access to the Personal Property and Facilities to inspect and ensure that the Personal Property and Facilities are being used in compliance with this Agreement, provided, however, that such access shall not interfere with Metz’s performance under this Agreement.

1.5 Metz agrees to employ and furnish any and all necessary qualified personnel as such positions and salary ranges are approved in advance by Client (the “Metz Personnel”) to operate Client’s Program. Metz agrees that Client shall have the right to approve personnel prior to their hiring, specifically the General Manager and Chef for the Facility. Client shall not be, and will not be deemed to be an employer or a joint employer of the Metz Personnel for any reason whatsoever. Metz shall pay the Metz Personnel and shall bill Client who shall pay to Metz, in accordance with Article 2 hereof, the costs of the wages and/or salaries of the Metz Personnel together with a percentage rate (the “Percentage Rate”) of payroll that relates to direct and indirect payroll taxes, workers’ compensation insurance, employer’s portion of state and federal unemployment compensation tax, social security tax, accident and health insurance, life insurance and 401(k) contributions, incentive pay, fringe benefits and related overhead. In addition to the Percentage Rate, Metz shall invoice Client a payroll processing and administrative charge equal to five percent (5%) of payroll, which charge is already factored into the budgeted Taxes and Benefits expense in Exhibit “B,” as such Exhibit is described in Section 2.1. Metz shall notify Client from time to time of any changes in the Percentage Rate, which may be adjusted annually by Metz to cover increases in costs or expenses.

Metz shall obtain, or cause to be obtained, at a cost that shall be reimbursed to Metz pursuant to Section 2.1 below, for each Metz Personnel employed at the Facility at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make employment suitability determinations for each employee that are reasonable and customary within Metz’s industry for a high quality clubhouse restaurant. Metz shall maintain a copy of said background check on file for the duration of this Agreement. The Metz shall enforce strict discipline and good order among its employees on the Facility.

1.6 If requested in advance in writing by Client, Metz agrees to provide and carry on Metz’s payroll other employees required for the Program, such as Chefs, Consultants and Nutritionists, at wages, work hours and responsibilities to be mutually agreed upon by Metz and Client. Client agrees to pay Metz for the wages, payroll expenses and fringe benefits of any such employees in the same manner and under the same terms as Client pays Metz for the costs of the Metz Personnel as set forth in 1.5 above.

1.7 All hourly personnel of the Program who work at the Facilities will be part of the Metz Personnel.

1.8 Metz will determine the specifications for food and other supplies to be used in the Program and shall order quality food and supplies based on such specifications. Except as otherwise set forth herein, Metz shall be entitled to utilize Metz’s national account or other vendor systems to purchase food and supplies for the Program and Services. In the event any of Metz’s national account of vendors extend to Metz any credits, rebates or discounts related to Metz’s business or related to Metz’s relationships or business dealings with such respective vendors, including but not limited to any early payment discounts or volume discounts, Metz shall be entitled to exclusively retain such credits, rebates or discounts. Metz

shall not be obligated to use or accept food or supplies from any vendor that does not meet the insurance and/or quality assurance requirements as may be established by Metz from time to time in its sole discretion.

1.9 The parties' respective operational responsibilities for providing and paying vendors directly for the following items are indicated below unless the parties agree in advance in writing to any changes:

	<u>METZ</u>	<u>CLIENT</u>
Food	X	
Office supplies/stationery	X	
In-service training materials/supplies	X	
Shortlife equipment (pots/pans/utensils/knives for preparation and/or service	X	
Telephone service, including long distance		X
Laundry	X	
China/Silverware/Glassware and Replacements	X	
Cleaning/Dishwashing Supplies	X	
Menu paper and printing	X	
Kitchen paper/plastic	X	
Advertising	X	
Marketing/merchandising materials for operation	X	
Business licenses and permits		
Repairs – purchased services		X
Rented/leased equipment		
Non-electric equipment replacement (Smallwares)	X	
Minor equipment replacement		X
Major equipment replacement		X
Utilities – Garbage/trash removal		X
Pest Control		X
Service Contracts		X
Postage	X	
Uniforms	X	
Recruitment	X	

1.10 The parties shall provide cleaning responsibilities as follows:

	<u>METZ</u>	<u>CLIENT</u>
<u>Kitchen</u>		
Floors	X	
Walls	X	
Equipment	X	
Refrigerators and Freezers	X	
Vents		X
Ceiling		X
Duct Work		X
Light Replacement		X
<u>Storage Areas</u>		
Floors	X	
Wall	X	
Ceiling		X
Shelving	X	

Café Dining Areas

Serving line/equipment	X	
Serving line walls	X	
Serving line floor/tile	X	
Ceiling		X
Table tops and chairs	X	
Furniture	X	
Floors/carpet		X
Windows/walls		X
Drapery		X

Receiving Area

Pick-up/spot mop	X
Daily cleaning	X

1.11 Operation of Facility

(a) Duties and Prohibited Conduct. Metz shall not use, or knowingly permit any invitee or other person to use the Facility for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Client, are inconsistent with the image of a community or senior-oriented club establishment, Metz shall not cause or permit waste to occur in the Facility, or overload any floor, or abuse the plumbing in the Facility. Metz shall keep the Facility and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Facility (unless approved by Client in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Agreement or approved by the Client in writing: (i) Metz shall not, without prior written approval from Client, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Facility; (ii) Metz shall not solicit or distribute material in any manner in any of the Common Areas of the Facility without prior approval of Client; and (iii) Metz shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Facility.

(b) Covenants. Metz covenants and agrees that it will, throughout the Agreement term and without interruption (except for approved renovations with scheduled “down time”), from and after its initial opening of the Facility for business, operate and manage Facility under the provisions hereof during the mutually agreed upon hours of operation set forth below, except while the Facility is un-useable by reason of fire or other casualty or governmental health order prohibiting opening.

Metz acknowledges that the Facility is intended to provide only quality service and food and beverage service for the patrons of the Facility and that Metz will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Agreement Term, Metz shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Metz for its business operations.

Except as otherwise provided for in Section 1.9 above, Metz shall pay all bills and costs related to its operation of the Facility as and when they come due or shall arrange for such payment to avoid the disruption or cancellation of any services required to be paid by Metz under this Agreement or the continuous operation of the Facility. Metz’s failure to pay or its inability to pay its vendors, shall, after applicable notice and cure period, constitute a default under this Agreement, and the Client shall not be

responsible for any such payment not made by Metz. Metz shall not place any liens or encumbrances on the Facilities or Clubhouse or any property of Client.

Metz shall insure that the Facility is locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Facility throughout regular business hours.

Metz agrees to provide advice and, after approval of such actions, to perform marketing, advertising and other actions to increase public awareness of the Restaurant.

Metz shall provide notice to Client if it becomes aware of a needed repair to the Facilities.

Metz shall provide a point of sale system for providing cash receipts, inventory, cost receipts, etc. to the Client and will provide monthly reports in the form attached hereto; Client must approve the cost for such system in advance of this purchase.

(c) Operating Days and Hours. At a minimum, Metz shall operate the Facility from [11am to 8pm, 7 days per week]; Metz shall be responsible for serving brunch and dinner on Sundays; the remaining six days will need to consist of lunch and dinner services. Metz may elect to extend restaurant hours and days beyond the aforementioned minimum for special occasions. Exceptions to this agreement would be for Holidays and Emergencies only. Any change(s) in the regular schedule that would deviate from the minimum days and hours of operation must be brought to the attention of Client and approved by the Client's Board of Supervisors, which approval shall not be unreasonably withheld.

(d) Special Events. Metz agrees to provide "theme nights" in the Facility as well as to provide delivery services of meals to residents, marketplace events, frozen meal delivery and/or other special offerings reasonably requested or approved by Client; Metz agrees to implement a plan for providing these services to the Boards within 180 days of the execution of this agreement. CDD shall provide a golf cart for Metz's use. [Board must consider this issue]

(e) Personnel Dress Code. Metz shall ensure that Metz Personnel shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Central Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the Client, shall be strictly prohibited.

(f) Change of Restaurant Name. With Client's prior approval, Metz may elect to change the trade name associated with the operation of the restaurant business on the Facility.

(g) Duty to Report to Board of Supervisors. Metz agrees to provide to the Client's Board of Supervisors a monthly report, which will include financials and a recap of events and/or news related to the Restaurant. The report will be submitted pursuant to Section 11.1 herein. Metz agrees to have a management level Metz Personnel attend all meetings of the Client's Board of Supervisors and shall provide a verbal report at each meeting and be prepared to respond to questions of the Client's Board of Supervisors.

ARTICLE 2 **COMPENSATION**

2.1 All costs of operating the Program and rendering the Services shall be borne by the Client, including but not limited to the above referenced payroll costs and all costs as reflected in Exhibit "B"

attached hereto. Metz shall invoice such costs to Client on a monthly basis, which invoices shall be due and payable by Client within thirty (30) days following receipt. Metz shall invoice the user of the catering services ("User") directly for all catered events and special functions following each such function, which invoices shall be due and payable by User within thirty (30) days following receipt; if Client is the User, Client shall be similarly billed.

Metz and Client agree that the annual budget for the first year of the Agreement (which shall be adjusted as necessary to benefit Client's fiscal year which runs from October 1st to September 30th) shall be as set forth in Exhibit "B" hereto and made a part hereof. Prior to the commencement of each subsequent fiscal year of the Client, Metz shall enter into discussions and confer with Client for the purpose of formulating the proposed budget for such year in accordance with Article 12 herein. Client's approval is necessary for the annual budget, capital expenditures with respect to the managed property, each disposition of property that is part of the Facilities, rates charged for use of the managed property, and the general nature and type of use of the managed Facilities. The Client shall be entitled to receive any net profits generated by the operation of the Program. However, should there be losses in the operation of the Program, such losses shall be borne by the Client. Nothing contained in this Agreement shall be construed as a representation by Metz that the operation of the Program shall result in a profit to the Client or a guarantee that any budgetary goals shall be attained.

2.2 Metz's services and pricing for catered events and special functions shall be as mutually agreed upon by the parties. Metz shall be responsible for collecting revenues for catered events, special functions and all revenue generating activities from the User of the facilities.

2.3 All daily cash sales received from the Program shall be collected by Metz and credited against any sums owed Metz hereunder.

2.4 Client further agrees to pay to Metz a combined management and administrative fee of \$70,000 per year for the first year of the term and \$80,000 per year for the second year of the term, which shall be billed and paid in equal, consecutive monthly installments. For the third and subsequent years of the term, the management/administrative fee set forth above shall be subject to a negotiated increase annually, which increase shall in no event be no more than the lesser of (i) 5%, or (ii) the percentage increase, if any, in the "Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100" (unadjusted) as published monthly by the Bureau of Labor Statistics, United States Department of Labor (or a comparable index if that index is not available) during the preceding twelve (12) month period. If the Facilities are located in a jurisdiction that imposes a sales tax or other tax on the fees of Metz, such tax shall be paid monthly by Client together with the payment of fees. Metz's compensation is not based on net losses, or both revenues and expenses of the managed property and the timing of compensation payments to Metz is not dependent on any net losses or gains.

2.5 In the event Client disputes any billing by Metz, Client shall notify Metz in writing within fifteen (15) days of the date of such billing as to the amount of the billing in dispute and the reason for such dispute. Any sums that are undisputed and unpaid after the above specified periods shall bear interest at the lesser of 1.5% per month or the maximum amount permitted by law accruing from the date such sums are due and owing to the date of payment. Acceptance by Metz of less than full payment on any billing or billings shall not be a waiver of any of Metz's rights to collect the entire balance of such billing or billings plus interest, if any.

2.6 The parties acknowledge that Metz shall incur start-up expenses that shall be payable by Client as part of the first and/or subsequent monthly invoices pursuant to Section 2.1 above. The start-up expenses shall not exceed \$58,000 and be used for the following: (i) two (2) months of pre-service management labor, (ii) two (2) weeks of opening and training expenses (including hourly labor), (iii) travel

and lodging expenses to support the account and (iv) supply costs (including food, cleaning supplies and paper supplies).

2.7 Metz shall provide an investment to the Program in the aggregate amount not to exceed \$60,000 (the "Investment") for certain mutually agreed upon equipment purchases and/or improvements to the Facilities (the "Investment Property"). All items purchased (including advertising and other non-tangible property) purchased with the Investment shall be the property of the Client and Metz shall have no claim to such property. The Investment shall be amortized by Metz on a monthly straight-line basis over the sixty (60) consecutive months of the term. In the event that the Agreement were to terminate for any reason prior to the full amortization of the Investment, Client shall reimburse Metz for the unamortized portion of the Investment within thirty (30) days of the termination. The obligations of Client pursuant to this paragraph shall survive the expiration and/or termination of the Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 The initial term of this Agreement will extend from the Service Commencement Date for a period of five (5) years. Thereafter, Client shall have the option to renew this Agreement for successive one (1) year periods by providing written notice of intent to extend this Agreement to Metz sixty (60) days prior to the expiration of the initial term or any renewal thereof.

3.2 Client or Metz may terminate this Agreement, with or without cause, upon ninety (90) days' prior written notice to the other party. In the case of an event of default by either party, as applicable, which default has not been cured within ten (10) days after receipt of written notice thereof from the non-defaulting party, the non-defaulting party may terminate this Agreement upon five days' prior written notice to the defaulting party; provided, however, that if such default is of such a nature that it cannot be cured within such ten (10) day period, then such period shall be extended for such additional period as may be reasonable necessary to remedy the default, but in no event shall such remedy extend beyond sixty (60) days. Upon termination, Metz will surrender possession of the Facilities within three (3) days (which term can be extended upon the written mutual agreement of the parties) and the Facilities shall be in as good condition and order as when received, ordinary wear, tear excepted and excepting any changes in the condition of the Facilities resulting from the actions or omissions of Client or any other third party. Notwithstanding anything to the contrary contained herein, if Client or any other governmental entity determines that continued operation of the Facilities by Metz presents a risk to the health, safety or welfare of users of the Facilities or the public, or if continued operation of the Facilities would violate Florida or federal law, Client shall be permitted to terminate this Agreement immediately, with or without issuing the notice of allowing for a cure period. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will immediately cease and terminate (except for indemnification, compensation accrued and unpaid to Metz as of the date of termination and the rights of Metz and the obligations of Client pursuant to Articles 2, 6, 7 and 10, all of which will survive such termination).

3.3 In the event termination is due to the fault of Metz, Metz shall be not be entitled to return of the Investment or Investment Property described in Section 2.7 herein.

ARTICLE 4

PROVISIONS RELATING TO START-UP AND TERMINATION

4.1 Immediately following the Effective Date and prior to the provision by Metz of any Services hereunder, representatives of both parties hereto will jointly prepare an inventory (the "Inventory") containing a list of the following:

- (a) all equipment of Client which is being furnished on the Service Commencement Date; and

(b) all dishware, flatware, glassware and similar loose items of Client (the “Smallwares”).

(c) If at any time during the term of this Agreement or any extension or renewal thereof, Metz determines, in its opinion, that there is not an adequate inventory of Smallwares for normal operating requirements, Metz shall provide notice to Client pursuant to Section 11.1 herein. If at any time Client requests Metz to provide food service for any additional customers and Metz agrees to provide such additional service, it will be Client’s responsibility to provide, at its sole cost and expense, adequate operating levels of Smallwares as required, in Metz’s reasonable opinion, for such additional service. In the event Metz furnishes dishware, flatware, glassware and similar loose items to be used in the Program, Metz shall provide notice to Client under Section 11.1, receive Client’s approval, and bill Client each month for the costs associated with the loss and breakage of such items and Client shall pay such costs in accordance with Article 2 hereof. The loss and breakage of such items will be determined based upon a monthly physical inventory.

(d) The Inventory, including all property purchased as Investment Property, is and shall at all times remain property of the Client. Client’s Inventory list shall be updated at the conclusion or earlier termination of the Agreement term hereunder, and Metz shall be responsible for replacement/repair cost of any missing, damaged or otherwise unfit items resulting from Metz.

(e) Within seven (7) business days following either party’s receipt of a notice of termination of this Agreement, the parties shall meet to discuss the transition of the Services and to account for any amounts due from one party to the other.

(f) In the event of termination of this Agreement, it is Client’s responsibility to direct the disposition of all remaining food and liquor inventory. Metz agrees to help liquidate such inventory upon request.

ARTICLE 5

COMPLIANCE WITH LAWS

5.1 Metz agrees to comply with all Applicable Laws, and will operate the Program and provide the Services in accordance with good sanitation practices as mandated by federal and state ordinances and local laws applicable to the Program.

5.2 Client will collect, be responsible for and remit to the appropriate taxing authority all sales taxes imposed upon revenues generated from sales in Program and revenues generated from sales in in-house vending machines for which Client is directly responsible.

5.3 Client will pay or, if already paid by Metz, will reimburse Metz for all other taxes, fees, assessments and licenses related to the Program or the Services, including without limitation, all sales and use taxes, where applicable and permitted by law, personal property taxes on equipment or investments provided to Client by Metz, taxes or fees imposed upon the operation of the Facilities, and including any sales and use taxes imposed on Metz’s fees or other charges to Client pursuant to this Agreement. Metz shall coordinate with Client to obtain any liquor and restaurant licenses needed for the Facilities. Metz shall hold such license(s) and will be reimbursed by Client for the costs associated with the liquor license(s). Metz shall cause all activities at the Facilities to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of food and alcoholic beverages at the Facilities, as well as Metz’s obligation to pay any and all fees and charges on behalf of Client. Metz shall require all employees selling food and/or beverages at the Facilities to undertake the applicable training program(s) to comply with all laws and license requirements. Client shall cooperate and assist Manager as necessary in connection therewith. Upon termination of this Agreement, whether in whole or in part, Metz shall take all

such actions as may be reasonably required to relinquish all rights and interests in such license(s), as applicable, to Client and/or a successor manager of the Facilities.

5.4 Client shall be responsible for the payment when due and payable of any taxes, fees, assessments or licenses being due any taxing authority resulting from any new taxes, legislation or enforcement position effectuated after the Effective Date hereof.

5.5 Neither party hereto shall discriminate because of race, color, religion, sex, age, national origin, known disability or status as a veteran or disabled veteran, and as further defined and prohibited by applicable federal and state government laws, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food service personnel. The parties further agree to comply with the provisions of the Americans with Disabilities Act (ADA), and any changes to the physical facility necessary to comply with ADA shall be the responsibility of Client.

ARTICLE 6

EMPLOYEE/MANAGEMENT EMPLOYMENT RESTRICTION

6.1 Client acknowledges and agrees that Metz has provided to its employees, on a confidential basis, the Proprietary Information as defined in Article 10 below and that Metz has further made a significant investment of time, money and other resources in training its employees with respect to Metz's methods, procedures and systems. Accordingly, Client agrees that during the term of this Agreement (including any extensions or renewals thereof) and for a period of one (1) year following the expiration, termination or non-renewal of this Agreement (the "Period of Restriction"), it shall not knowingly authorize the hiring and/or permit the hiring (including employment by any successor contractor) of current or former management personnel of Metz to work as part of or in connection with Client's food service program or programs (whether at the Facilities that are the subject of this Agreement or elsewhere) nor shall it knowingly, on its own behalf or in the service of or on the behalf of others, solicit or contact current or former management personnel of Metz in an attempt to hire or employ said personnel. For purposes of this Section 6.1, "former personnel" shall mean a person that was employed by Metz during the then preceding twelve (12) month period, to which Client has knowledge of.

Notwithstanding the foregoing, Client shall not be deemed to have violated the foregoing solicitation/contact restrictions as a result of: (a) contact regarding possible employment prior to the date of this Agreement; (b) a general solicitation or advertisement that is not specifically directed to employees of Metz; or (c) referrals to Client by a search firm, employment agency or other similar entity provided that such entity has not been specifically instructed to solicit employees of Metz. However, in all such instances, even though the foregoing solicitation/contact restrictions would not apply, the foregoing hiring restrictions would still apply.

6.2 Client acknowledges that the restrictions contained in Section 6.1 of this Agreement are reasonable and necessary in view of the nature of Metz's business and in order to protect the legitimate business interests of Metz. Client further acknowledges that Client's violation of the restrictions, or any one of them, would result in irreparable injury to Metz. Therefore, Client acknowledges that, in the event of Client's violation or threatened violation of any of the restrictions set forth in Section 6.1, Metz shall be entitled to obtain from any court of competent jurisdiction, without being required to post a bond, preliminary and/or permanent injunctive relief restraining Client from any violation of these sections. Moreover, Client agrees that, in the event of Client's violation of any of the restrictions set forth in Section 6.1, Client shall pay to Metz, at Metz's election, an amount equal to 1.5 times the annual salary of the person or persons hired in violation of Section 6.1, which amount is to be considered to be liquidated damages and not a penalty.

ARTICLE 7
INSURANCE AND INDEMNITY

7.1 Metz agrees to maintain the following insurance coverage for the duration of this Agreement:

- (a) Commercial General liability insurance, including Products and Completed Operations coverage, in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate. Metz's insurance coverage shall name Client as an additional insured with respect to damage or personal injury caused by the acts or omissions of Metz at the Facility. Metz shall invoice Client for such insurance coverage based upon Metz's company-wide rate applied to managed volume and Client shall pay such invoices in accordance with Article 2 hereof.
- (b) Liquor liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

7.2 Metz shall furnish statutory workers' compensation insurance as prescribed by the laws of the state in which the Facilities are located and employer's liability insurance in the amount of \$100,000 which insurance shall cover all of their respective employees in the Program. Each party agrees to furnish the other with a certificate evidencing such insurance.

7.3 Except to the extent that liability or damage is due to the fault of Client, which shall for the purposes of this section include Client's officers, directors, supervisors, employees and agents and each of them in their governmental and individual capacities, Metz shall defend, indemnify and save and hold Client, its officers, directors, supervisors, employees and agents and each of them in their governmental and individual capacities, harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Client, to the extent arising directly or indirectly from or out of a violation of this Agreement by Metz and/or any failure of Metz, its officers, principals, agents and employees acting in the performance of their duties for Metz, to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority and/or any willful or negligent act or omission of Metz or its employees, agents, invitees, customers, licensees or contractors acting in the performance of their duties for Metz. The obligations of Metz to indemnify and the rights of Client and its officers, directors, supervisors, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.

7.4 To the extent allowable by law, Client hereby agrees to indemnify and hold harmless Metz, its officers, directors, shareholders and employees and each of them in their corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of any acts of Client in violation of this Agreement and/or any failure of Client, its officers, principals, agents and employees acting in the performance of their duties for Client, to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority and/or any other negligent act or omission of Client, or its employees or agents, acting in the performance of their duties for Client, except to the extent such liability or damage is due to the willful acts, negligence or fault of Metz and/or Metz Personnel. Client's obligations to indemnify and the rights of Metz and its officers, directors, shareholders, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.

7.5 Each party waives all rights of recovery and subrogation against the other party for any loss to its property from perils which can be insured against under the standard form of fire insurance contract with extended coverage endorsement generally available in the state where the Facility is located,

whether or not the party has such insurance. Insurance policies carried by each party shall contain waiver of subrogation endorsements in favor of the other party.

7.6 Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Client beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 8

FORCE MAJEURE

8.1 With the exception of the performance of payment obligations, neither Metz nor Client shall have any liability for their respective failure to perform this Agreement when performance is prevented by force majeure. As used herein, the term “force majeure”, shall mean any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, quarantines, declarations of State of Emergency for public health events, picketing, labor or employment difficulties, fires, acts of God, accidents or breakdowns, whether or not preventable, or any similar or dissimilar cause beyond the reasonable control of either party.

ARTICLE 9

DISSATISFACTORY PERFORMANCE

9.1 If Client becomes dissatisfied with Metz’s performance hereunder, Client agrees to give Metz written notice detailing the specific aspects of Metz’s performance hereunder with which Client is dissatisfied and shall provide Metz a reasonable opportunity to respond to the notice within fifteen (15) days after Metz’s receipt thereof, by addressing with Client the issues identified in the notice and by outlining for Client the steps Metz intends to take, if any, to address such issues. Nothing herein shall prohibit Client’s right to terminate under Article 3.

ARTICLE 10

PROPRIETARY INFORMATION/PUBLIC RECORDS

10.1 During the term of this Agreement, Client acknowledges that it may acquire or obtain access to Proprietary Information of Metz. As used in this Agreement, “Proprietary Information” shall mean trade secrets related to the business of Metz or its affiliates.

10.2 All Proprietary Information and all physical embodiments thereof are confidential to and are and will remain the sole and exclusive property of Metz. In the event Client receives, obtains access or otherwise is exposed to any Proprietary Information, Client shall and shall cause its officers, employees and agents to, (1) hold the Proprietary Information in trust and in strictest confidence, (2) not produce, use, distribute or otherwise disseminate the Proprietary Information or any physical embodiments thereof, except to the extent required by the law or any lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Client.

10.3 Disclosure of Proprietary Information by Client will not be made to anyone other than to employees of Client who are directly involved in performing the Services and have a specific need to know such information and who have agreed in writing to hold the Proprietary Information in trust and strictest confidence in accordance with the terms of this Agreement. Client will take reasonable precautions to prevent disclosure of Proprietary Information to those employees without a need to know such information.

10.4 Upon request by Metz, and in any event upon termination of this Agreement, Client shall return all Proprietary Information and other property belonging to Metz, including without limitation, all tangible materials containing or embodying Proprietary Information then in the custody, control or possession of Client or its officers, employees or agents.

10.5 If Client has any reason to believe that any of its officers, employees or agents has disclosed any Proprietary Information in violation of this Agreement, Client shall promptly notify Metz and shall cooperate with Metz to protect Metz's interests in the Proprietary Information.

10.6 In view of the importance of the Proprietary Information to Metz and the incalculable and irreparable harm that would result to Metz if Client were to breach its covenants and agreements in connection with these matters, Client agrees that Metz may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which Metz may be entitled at law or in equity.

10.7 Notwithstanding the foregoing, Metz understands and agrees that certain documents prepared in connection to or provided to Client in connection with this Agreement may be public records, and accordingly, Metz agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, *Florida Statutes*. Metz acknowledges that the designated public records custodian for Client is Governmental Management Services – Central Florida, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Metz shall 1) keep and maintain public records required by Client to perform the Services; 2) upon request by the Public Records Custodian, provide Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the contract term if Metz does not transfer the records to the Public Records Custodian of Client; and 4) upon completion of the term of this Agreement, transfer to Client, at no cost, all public records in Metz's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to Client in a format that is compatible with Microsoft Word or Adobe PDF formats, or as otherwise approved in advance by Client.

ARTICLE 11

MISCELLANEOUS

11.1 **Notices.** Any and all notices, consents, or directives by either party intended for the other shall be sent by registered or certified mail, return receipt requested, or by recognized overnight courier to the following addresses, unless either party shall have designated a different address by serving written notice of change of address on the other party by registered or certified mail. Notices shall be deemed receive upon actual receipt by the addressee

Addresses for Notices:

To Client: Lake Ashton Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager
Telephone: (407) 841-5524

And: Latham, Luna, Eden & Beaudine, LLP
111 North Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq., District Counsel
Telephone: (407) 481-5872

To Metz:
Metz Culinary Management, Inc.
Two Woodland Drive
Dallas, Pennsylvania 18612
Attention: Jeffrey C. Metz
Telephone: (570) 675-8100

And: Metz Culinary Management, Inc.
8274 Blaikie Court
Sarasota, Florida 34240
Telephone: (941) 554-4701

11.2 Severability; Construction of Provisions. In case one or more of the provisions contained in this Agreement, or parts hereof, should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but rather this Agreement shall in that event be construed as if such invalid, illegal or unenforceable provision, or part hereof, had never been contained herein. The parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, notwithstanding any additional, conflicting or different terms that may be contained in any statement, communication, quotation, acknowledgment, confirmation, purchase order, invoice, billing, or other form of either party. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties hereto that specifically references the intent of the parties to amend or modify this Agreement. For the purposes of this Section, any such amendment or modification must be executed by a Vice President of Metz.

11.4 Beneficiaries of Agreement. This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by Client and Metz, and its lawful successors, representatives and permitted assigns.

11.5 Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in writing signed by the party granting such waiver. For the purposes of this Section, any such waiver must be executed by a Vice President of Metz.

11.6 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.

11.7 Prior Dealings. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. For the purposes of the interpretation of this Agreement and for the purposes of resolving any ambiguity herein, this Agreement was drafted by the joint efforts of both parties and no presumption shall be drawn in favor or against either of the parties by virtue of the Agreement's authorship.

11.8 Headings. All heading and captions appearing herein are inserted for purposes of convenience and reference only, and shall not be used to construe or interpret any provision hereof.

11.9 Relationship of Parties. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Metz is an independent contractor and this Agreement does not constitute or appoint Metz as an agent of Client, which agency is hereby expressly disclaimed by Metz and Client. Client will have no right to control the means or method by which Metz performs the Services; the interest of Client in such respect is to ensure that the Services are performed in a competent, efficient, professional and satisfactory manner. Neither party shall hold itself out as, a partner, joint-venturer, agent, employee, or legal representative of the other, and neither party is otherwise authorized to act for or on behalf of the other as a result of this Agreement or any other agreement and neither party can act for nor legally bind the other. Neither party is authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of the other, nor shall either party represent that it has any right or power to do so.

11.10 Damages Waiver. Neither Client nor Metz shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Program, the Services or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any type of cause of action.

11.11 Warranties. Except as expressly set forth in this Agreement, neither party makes, and each such party hereby specifically disclaims, any and all representations and warranties express or implied, arising by law or otherwise, arising under or relating to this Agreement or the subject matter of this Agreement.

11.12 Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of Client's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.13 No Inconsistent Tax Position. Metz agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to client with respect to the Facility. For example, Metz agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

11.14 Rules and Regulations. Metz acknowledges that Client is a special purpose government, subject to applicable federal, state and local laws and regulations. Client may, from time to time, promulgate, amend and require the observance by Metz and the public rules, policies and regulations

uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Facility.

11.15 Liens, Generally. Metz shall not create or cause to be imposed, claimed or filed upon the Facility, or any portion thereof, or upon the interest of Client therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Metz, any such lien, charge or encumbrance shall be imposed, claimed or filed, Metz shall, at its sole cost and expense, within twenty (20) days following written notice from Client, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Metz shall indemnify and save and hold Client harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Metz shall fail to comply with the foregoing provision, Client shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Metz agrees to reimburse Client for all sums so paid and for all costs and expenses reasonably incurred by Client in connection therewith, together with interest thereon, until paid.

11.16 Metz's Personal Property. All personal property of Metz and/or Metz Personnel that is placed or moved into the Facilities shall be at risk of Metz or the owner thereof and the Client shall not be liable for any damage to said personal property or to the Metz and/or Metz Personnel.

11.17 Non-Assignability. This Agreement cannot be assigned, encumbered or subcontracted by either party without the prior written consent of the other party. However, this Agreement may be assigned by Metz without the consent of Client to a successor to Metz by merger, consolidation or the purchase of substantially all of the assets of Metz.

ARTICLE 12

ANNUAL PLAN AND BUDGET

12.1 Metz acknowledges that Client's fiscal year commences on October 1st and concludes on September 30th (hereinafter, "Fiscal Year"). By April 1st of each year of the Agreement term, Metz shall submit to Client, for Client's approval, a proposed annual plan (the "Annual Plan"). The Annual Plan shall describe the major management goals and intended actions for the ensuing year, in reasonable detail, so as to enable Client to evaluate the intended conduct of the affairs of the Facilities during that period and can anticipate any budget adjustments for the following fiscal year. The Annual Plan shall specifically address, at a minimum: i) the anticipated operating, marketing, and agronomic practices planned to be undertaken, iii) the estimated rates and fees to be charged relative to the use of the Facilities by patrons, and iii) an estimated operating and capital budget including Gross Revenue, Operating Expenses, and planned capital expenditures (collectively, the "Budget") for Client's upcoming Fiscal Year. Metz understands that the Client shall formally approve an annual budget after a properly noticed public hearing in August of each year. Therefore, the Annual Plan must be approved well in advance of August annually.

12.2 Client shall approve or disapprove (and, if disapproving, shall provide written comment on) the Annual Plan, including the Budget, within forty-five (45) days following its receipt of same. Client's approval of the Annual Plan shall not be unreasonably withheld, conditioned or delayed. Upon request of Client, Metz shall provide Client with the data and information utilized in preparing the Annual Plan or any revisions thereto. If Client is unable to approve or disapprove the Annual Plan within the timeframes stated herein, the Annual Plan proposed by Metz shall be deemed approved.

12.3 Metz agrees that Client's approval will be required prior to any material change to the Annual Plan. A material change with respect to the Budget shall mean any change that results in a line item increase of ten percent (10%) not to exceed \$10,000.00. Notwithstanding the foregoing, Metz may

reallocate all or any portion of any amount budgeted with respect to items in the Budget to another item in the Budget; provided, however, any reallocation that equals or exceeds ten percent (10%) of the total Budget shall require Client's approval. If Client is unable to approve or disapprove any changes or reallocations within forty-five (45) days following its receipt of notification of same, such changes or reallocations proposed by Metz shall be deemed approved.

12.4 After the Annual Plan is approved, Metz shall use its commercially reasonable efforts to operate the Facilities pursuant to the Annual Plan. Notwithstanding the foregoing, Client acknowledges that Metz has not made and, by proposing the Annual Plan, (i) does not make any guarantee, warranty, or representation of any nature concerning the Annual Plan, the amounts of Gross Revenue or Operating Expenses or net operating income, and (ii) does not have any liability to Client for any deficits in the Budget arising from the operation of the Facilities by Metz so long as Metz employs good faith, commercially reasonable efforts to operate pursuant to the Annual Plan and within the Budget.

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO AGREEMENT

between Lake Ashton Community Development District and Metz Culinary Management, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

METZ CULINARY MANAGEMENT, INC.:

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____

EXHIBIT “A”

The “Facility”

The parties agree that the Facility consists of the following: the restaurant space within the Clubhouse containing approximately 3,987 gross square feet of interior floor area and the outdoor patio area adjacent to the Restaurant.

Additionally, Metz has non-exclusive rights (for management, oversight and provision of food and beverage service to the ballroom facility in the Clubhouse (the “Ballroom”)) and other areas of the Clubhouse (the Ballroom and other areas of the clubhouse, are referred to as the “Catering Facilities”). Metz agrees that Client may permit other caterers to provide food and beverage or other catering services to the Catering Facilities, in Client’s discretion.

EXHIBIT “B”

AGREEMENT

THIS AGREEMENT, (the "Agreement"), is made effective this ____ day of _____, October, 2020 (the "Effective Date") by and between ~~Century Residential, LLC d/b/a "Lake Ashton", 4141 Ashton Club Drive, Lake Wales, Community Development District c/o Governmental Management Services – Central Florida 33859, LLC, 219 E. Livingston Street, Orlando, Florida 32801~~ (the "Client") and Metz Culinary Management, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to transact business in Florida ("Metz") with offices located at Two Woodland Drive, Dallas, Pennsylvania 18612.

BACKGROUND

~~A. _____~~ A. Client is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and pursuant to City of Lake Wales, Florida Ordinance No. 2000-11, as amended by Ordinances 2001-01, 2002-06 and 2005-11.

~~B. _____~~ Metz is engaged in the business of supplying food management service to public and private institutions in the continental United States in connection with the operation of such institutions' food services programs.

~~BC. _____~~ Client desires to have Metz operate and manage Client's dietary and food services operation and provide such other services or operate and manage such other activities as more fully described in Article 1 hereof.

~~CD. _____~~ Metz desires to provide Client with the Services (as such term is defined in Article 1 hereof) on the terms and conditions set forth herein.

Now therefore, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows with the intention of being legally bound hereby:

ARTICLE 1 SCOPE OF SERVICES

1.1 All paragraphs of the Background are incorporated herein by reference as if fully set forth at length.

1.2 Client agrees to retain Metz and Metz agrees to accept such engagement from Client, to operate and manage Client's food services program (the "Program") and such other activities as set forth in this Article 1 (collectively referred to as the "Services"). The Services shall commence on ~~November 1~~ December 14, 2020 (the "Service Commencement Date").

1.3 —Client agrees to furnish to Metz for its Services under this Agreement and through the throughout the term of this Agreement, and any extensions or renewals thereof ~~a facility, that certain restaurant space and the adjacent covered patio area within the Lake Ashton Clubhouse (the "Clubhouse")~~ located at 4141 Ashton Club Drive, Lake Wales, Florida 33859, ~~for the performance as more fully described on Exhibit "A" attached hereto, the terms of the Services, which facility shall be completely and fully equipped and furnished to the reasonable satisfaction are made a part of Metz this Agreement~~ (the "Facility or the "Facilities"). After the execution of this Agreement and in any event prior to the Metz's rendering

of any Services hereunder, Client shall ensure that the Facility, including but not limited to the kitchen in the Facility, shall be in good and clean condition. ~~In the event that Metz determines, in its opinion, that the Facility, including but not limited to the kitchen, must be cleaned, the cost of such cleaning shall be charged to Client and shall be payable in accordance with Article 2 hereof. Metz shall promptly advise Client of any such additional cost.~~

1.4 Client will ~~maintain~~ assure that the ~~Facility~~ Facilities remain in ~~accordance~~ compliance with all statutes, regulations, ordinances, directives and/or rules of governmental bodies or agencies or public health agencies applicable to Client and the operation of the Program ("Applicable Law"). All items furnished by Client ~~for use in~~ (the ~~Facility~~ (the ~~"Personal Property"~~)) shall remain the sole property of Client, including any Investment Property described in Section 2.7 herein, and Client shall, at its sole cost and expense, maintain and make all necessary and reasonable repairs or replacements to such Personal Property ~~and the Facility~~, except that Metz shall be responsible for all damage to the Personal Property and ~~the Facility~~ Facilities caused by the ~~gross~~ negligence of its employees, principles, assigns and agents in the performance of their duties for Metz. Client shall at all times have ready access to the ~~Facility~~ Personal Property and Facilities to inspect and ensure that the Personal Property ~~is~~ and Facilities are being used in compliance with this Agreement, provided, however, that such access shall not interfere with Metz's performance under this Agreement.

1.5 Metz agrees to employ and furnish any and all necessary qualified personnel as such positions and salary ranges are approved in advance by Client (the "Metz Personnel") to operate Client's Program. Metz agrees that Client shall have the right to approve personnel prior to their hiring, specifically the General Manager and Chef for the Facility. Client shall not be, and will not be deemed to be an employer or a joint employer of the Metz Personnel ~~for any reason whatsoever~~. Metz shall pay the Metz Personnel and shall bill Client who shall pay to Metz, in accordance with Article 2 hereof, the costs of the wages and/or salaries of the Metz Personnel together with a percentage rate (the "Percentage Rate") of payroll that relates to direct and indirect payroll taxes, workers' compensation insurance, employer's portion of state and federal unemployment compensation tax, social security tax, accident and health insurance, life insurance and 401(k) contributions, incentive pay, fringe benefits and related overhead. In addition to the Percentage Rate, Metz shall invoice Client a payroll processing and administrative charge equal to five percent (5%) of payroll, which charge is already factored into the budgeted Taxes and Benefits expense in Exhibit ~~A-"B,"~~ as such Exhibit is described in Section 2.1. Metz shall notify Client from time to time of any changes in the Percentage Rate, which may be adjusted ~~periodically~~ annually by Metz to cover increases in costs or expenses.

Metz shall obtain, or cause to be obtained, at a cost that shall be reimbursed to Metz pursuant to Section 2.1 below, for each Metz Personnel employed at the Facility at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make employment suitability determinations for each employee that are reasonable and customary within Metz's industry for a high quality clubhouse restaurant. Metz shall maintain a copy of said background check on file for the duration of this Agreement. The Metz shall enforce strict discipline and good order among its employees on the Facility.

1.6 If requested in advance in writing by Client, Metz agrees to provide and carry on Metz's payroll other employees required for the Program, such as Chefs, Consultants and Nutritionists, at wages, work hours and responsibilities to be mutually agreed upon by Metz and Client. Client agrees to pay Metz for the wages, payroll expenses and fringe benefits of any such employees in the same manner and under the same terms as Client pays Metz for the costs of ~~Management~~ the Metz Personnel as set forth in 1.5 above.

1.7 All hourly personnel of the Program who work at the ~~Facility~~ Facilities will be part of the Metz Personnel.

1.8 Metz will determine the specifications for food and other supplies to be used in the Program and shall order quality food and supplies based on such specifications. Except as otherwise set forth herein, Metz shall be entitled to utilize Metz's national account or other vendor systems to purchase food and supplies for the Program and Services. In the event any of Metz's national account of vendors extend to Metz any credits, rebates or discounts related to Metz's business or related to Metz's relationships or business dealings with such respective vendors, including but not limited to any early payment discounts or volume discounts, Metz shall be entitled to exclusively retain such credits, rebates or discounts. Metz shall not be obligated to use or accept food or supplies from any vendor that does not meet the insurance and/or quality assurance requirements as may be established by Metz from time to time in its sole discretion.

1.9 The parties' respective operational responsibilities for providing and paying vendors directly for the following items are indicated below unless the parties agree in advance in writing to any changes:

	<u>METZ</u>	<u>CLIENT</u>
Food	X	
Office supplies/stationery	X	
In-service training materials/supplies	X	
Shorlfe equipment (pots/pans/utensils/knives for <u>preparation and/or</u>	X	
<u>Preparation and/or</u> service		X
Telephone service, including long distance		X
Laundry	X	
	<u>METZ</u>	<u>CLIENT</u>
China/Silverware/Glassware and Replacements		X
Cleaning/Dishwashing Supplies		X
Menu paper and printing	X	
<u>Photocopying</u>		X
Kitchen paper/plastic	X	
<u>Advertising</u>	X	
Marketing/merchandising materials for operation	X	
Business licenses and permits		X
Repairs – purchased services		X
Rented/leased equipment		X
Non-electric equipment replacement (Smallwares)		X
Minor equipment replacement		X
Major equipment replacement		X
Utilities – Garbage/trash removal		X
Pest Control		X
Service Contracts		X
Postage	X	
Uniforms	X	
Recruitment		X

1.10 The parties shall provide cleaning responsibilities as follows:

	<u>METZ</u>	<u>CLIENT</u>
<u>Kitchen</u>		
Floors	X	
Walls		X
Equipment	X	

Refrigerators and Freezers	X	
Vents		X
Ceiling		X
Duct Work		X
Light Replacement		X
<u>Storage Areas</u>		
Floors	X	
Wall		X
Ceiling		X
Shelving	X	
<u>Café Dining Areas</u>		
Serving line/equipment	X	
Serving line walls		X
Serving line floor/tile		X
Ceiling		X
Table tops and chairs	X	
Furniture		X
Floors/carpet		X
Windows/walls		X
Drapery		X
<u>Receiving Area</u>		
Pick-up/spot mop	X	
Daily cleaning		X

1.11 Operation of Facility

(a) Duties and Prohibited Conduct. Metz shall not use, or knowingly permit any invitee or other person to use the Facility for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Client, are inconsistent with the image of a community or senior-oriented club establishment, Metz shall not cause or permit waste to occur in the Facility, or overload any floor, or abuse the plumbing in the Facility. Metz shall keep the Facility and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Facility (unless approved by Client in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Agreement or approved by the Client in writing: (i) Metz shall not, without prior written approval from Client, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Facility; (ii) Metz shall not solicit or distribute material in any manner in any of the Common Areas of the Facility without prior approval of Client; and (iii) Metz shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Facility.

(b) Covenants. Metz covenants and agrees that it will, throughout the Agreement term and without interruption (except for approved renovations with scheduled "down time"), from and after its initial opening of the Facility for business, operate and manage Facility under the provisions hereof during the mutually agreed upon hours of operation set forth below, except while the Facility is un-useable by reason of fire or other casualty or governmental health order prohibiting opening.

Metz acknowledges that the Facility is intended to provide only quality service and food and beverage service for the patrons of the Facility and that Metz will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Agreement Term, Metz shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Metz for its business operations.

Except as otherwise provided for in Section 1.9 above, Metz shall pay all bills and costs related to its operation of the Facility as and when they come due or shall arrange for such payment to avoid the disruption or cancellation of any services required to be paid by Metz under this Agreement or the continuous operation of the Facility. Metz's failure to pay or its inability to pay its vendors, shall, after applicable notice and cure period, constitute a default under this Agreement, and the Client shall not be responsible for any such payment not made by Metz. Metz shall not place any liens or encumbrances on the Facilities or Clubhouse or any property of Client.

Metz shall insure that the Facility is locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Facility throughout regular business hours.

Metz agrees to provide advice and, after approval of such actions, to perform marketing, advertising and other actions to increase public awareness of the Restaurant.

Metz shall provide notice to Client if it becomes aware of a needed repair to the Facilities.

Metz shall provide a point of sale system for providing cash receipts, inventory, cost receipts, etc. to the Client and will provide monthly reports in the form attached hereto; Client must approve the cost for such system in advance of this purchase.

(c) Operating Days and Hours. At a minimum, Metz shall operate the Facility from [11am to 8pm, 7 days per week]; Metz shall be responsible for serving brunch and dinner on Sundays; the remaining six days will need to consist of lunch and dinner services. Metz may elect to extend restaurant hours and days beyond the aforementioned minimum for special occasions. Exceptions to this agreement would be for Holidays and Emergencies only. Any change(s) in the regular schedule that would deviate from the minimum days and hours of operation must be brought to the attention of Client and approved by the Client's Board of Supervisors, which approval shall not be unreasonably withheld.

(d) Special Events. Metz agrees to provide "theme nights" in the Facility as well as to provide delivery services of meals to residents, marketplace events, frozen meal delivery and/or other special offerings reasonably requested or approved by Client; Metz agrees to implement a plan for providing these services to the Boards within 180 days of the execution of this agreement. CDD shall provide a golf cart for Metz's use. [Board must consider this issue]

(e) Personnel Dress Code. Metz shall ensure that Metz Personnel shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Central Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the Client, shall be strictly prohibited.

(f) Change of Restaurant Name. With Client's prior approval, Metz may elect to change the trade name associated with the operation of the restaurant business on the Facility.

(g) Duty to Report to Board of Supervisors. Metz agrees to provide to the Client's Board of Supervisors a monthly report, which will include financials and a recap of events and/or news related to the Restaurant. The report will be submitted pursuant to Section 11.1 herein. Metz agrees to have a management level Metz Personnel attend all meetings of the Client's Board of Supervisors and shall provide a verbal report at each meeting and be prepared to respond to questions of the Client' Board of Supervisors.

ARTICLE 2 **COMPENSATION**

2.1 All costs of operating the Program and rendering the Services shall be borne by the Client, including but not limited to the above referenced payroll costs and all costs as reflected in Exhibit A"B" attached hereto. Metz shall invoice such costs to Client on a monthly basis, which invoices shall be due and payable by Client within thirty (30) days following receipt. Metz shall invoice Client for the user of the catering services ("User") directly for all catered events and special functions following each such function, which invoices shall be due and payable by ClientUser within thirty (30) days following receipt; if Client is the User, Client shall be similarly billed.

Metz and Client agree that the annual budget for the first year of the Agreement (which shall be adjusted as necessary to benefit Client's fiscal year which runs from October 1st to September 30th) shall be as set forth in Exhibit A"B" hereto: ad made a part hereof. Prior to the commencement of each subsequent fiscal year of the AgreementClient, Metz shall enter into discussions and confer with Client for the purpose of formulating the proposed budget for such year and Metz shall prepare and present the proposed budget for approval by Client, which approval shall not be unreasonably withheld in accordance with Article 12 herein. Client's approval is necessary for the annual budget, capital expenditures with respect to the managed property, each disposition of property that is part of the Facilities, rates charged for use of the managed property, and the general nature and type of use of the managed Facilities. The Client shall be entitled to receive any net profits generated by the operation of the Program. However, should there be losses in the operation of the Program, such losses shall be borne by the Client. Nothing contained in this Agreement shall be construed as a representation by Metz that the operation of the Program shall result in a profit to the Client or a guarantee that any budgetary goals shall be attained.

2.2 Metz's services and pricing for catered events and special functions shall be as mutually agreed upon by the parties. ClientMetz shall be responsible for collecting revenues for catered events, special functions and all revenue generating activities from the User of the facilities.

2.3 All daily cash sales received from the Program shall be collected by Metz and credited against any sums owed Metz hereunder.

2.4 Client further agrees to pay to Metz a combined management and administrative fee of \$8070,000 per year for the first year of the term and \$80,0000 per year for the second year of the term, which shall be billed and paid in equal, consecutive monthly installments of \$6,666.67. The. For the third and subsequent years of the term, the management/administrative fee set forth above shall be subject to a negotiated increase annually, which increase shall in no event be lessno more than the lesser of (i) 5%, or (ii) the percentage increase, if any, during the preceding twelve (12) month period in the "Consumer Price Index Food Away From Home for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100" (unadjusted) as published monthly by the Bureau of Labor Statistics, United States Department of Labor (or a comparable index if that index is not available-) during the preceding twelve (12) month period. If the Facility isFacilities are located in a jurisdiction that imposes a sales tax or other tax on the fees of Metz, such tax shall be paid monthly by Client together with the payment of fees. Metz's compensation is not based on net losses, or both revenues and expenses of the managed property and the timing of compensation payments to Metz is not dependent on any net losses or gains.

2.5 In the event Client disputes any billing by Metz, Client shall notify Metz in writing within fifteen (15) days of the date of such billing as to the amount of the billing in dispute and the reason for such dispute. Any sums that are undisputed and unpaid after the above specified periods shall bear interest at the lesser of 1.5% per month or the maximum amount permitted by law accruing from the date such sums are due and owing to the date of payment. Acceptance by Metz of less than full payment on any billing or billings shall not be a waiver of any of Metz's rights to collect the entire balance of such billing or billings plus interest, if any.

2.6 The parties acknowledge that Metz shall incur start-up expenses that shall be payable by Client as part of the first and/or subsequent monthly invoices pursuant to Section 2.1 above. The start-up expenses shall not exceed \$58,000 and be used for the following: (i) two (2) months of pre-service management labor, (ii) two (2) weeks of opening and training expenses (including hourly labor), (iii) travel and lodging expenses to support the account and (iv) supply costs (including food, cleaning supplies and paper supplies).

2.7 Metz shall provide an investment to the Program in the aggregate amount not to exceed \$60,000 (the "Investment") for certain mutually agreed upon equipment purchases and/or improvements to the ~~Facility~~-Facilities (the "Investment Property"). All items purchased (including advertising and other non-tangible property) purchased with the Investment shall be the property of the Client and Metz shall have no claim to such property. The Investment shall be amortized by Metz on a monthly straight-line basis over the sixty (60) consecutive months of the term. In the event that the Agreement were to terminate for any reason prior to the full amortization of the Investment, Client shall reimburse Metz for the unamortized portion of the Investment within ~~ten (10)~~thirty (30) days of the termination. The obligations of Client pursuant to this paragraph shall survive the expiration and/or termination of the Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 The initial term of this Agreement will extend from the Service Commencement Date for a period of five (5) years ~~and shall be automatically renewed.~~ Thereafter, Client shall have the option to renew this Agreement for successive one (1) year periods, ~~unless earlier terminated as follows: (a) by either party at the end providing written notice of intent to extend this Agreement to Metz sixty (60) days prior to the expiration of the initial term or any renewal period, thereof.~~

3.2 ~~Client or Metz may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice stating such party's intention not to renew the Agreement, (b) by Metz, at its option, upon five (5) days~~ninety (90) days' prior written notice of termination to Client following the failure of Client to pay any amount due pursuant to this Agreement and (c) by either party, immediately, upon written notice to the other party. In the case of an event of the other party's default in its material obligations hereunder (other than the failure to pay any amounts due and other than as provided in Article 9 hereof) and such default is not remedied by either party, as applicable, which default has not been cured within thirty (30)~~ten (10) days after receipt of written notice thereof from the non-defaulting party, the non-defaulting party may terminate this Agreement upon five days' prior written notice specifying to the default.~~

3.2 ~~As soon as practicable following termination defaulting party; provided, however, that if such default is of this Agreement~~such a nature that it cannot be cured within such ten (10) day period, then such period shall be extended for such additional period as may be reasonable necessary to remedy the default, but in no event shall such remedy extend beyond sixty (60) days. Upon termination, Metz will surrender

possession of the ~~Facility and the Property~~ Facilities within three (3) days (which term can be extended upon the written mutual agreement of the parties) and the Facilities shall be in as good condition and order as when received, ordinary wear, tear and depreciation and obsolescence excepted and excepting any changes in the condition of the ~~Facility and Property~~ Facilities resulting from the actions or omissions of Client or any other third party. Notwithstanding anything to the contrary contained herein, if Client or any other governmental entity determines that continued operation of the Facilities by Metz presents a risk to the health, safety or welfare of users of the Facilities or the public, or if continued operation of the Facilities would violate Florida or federal law, Client shall be permitted to terminate this Agreement immediately, with or without issuing the notice of allowing for a cure period. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will immediately cease and terminate (except for indemnification, compensation accrued and unpaid to Metz as of the date of termination and the rights of Metz and the obligations of Client pursuant to ~~Article~~ Articles 2, 6, 7 and 10, all of which will survive such termination).

3.3 In the event termination is due to the fault of Metz, Metz shall be not be entitled to return of the Investment or Investment Property described in Section 2.7 herein.

ARTICLE 4

PROVISIONS RELATING TO START-UP AND TERMINATION

~~4.1~~ — 4.1 Immediately following the Effective Date and prior to the provision by Metz of any Services hereunder, representatives of both parties hereto will jointly prepare an inventory (the “Inventory”) containing a list of the following:

~~(a) — jointly prepare an inventory of~~ (a) — all equipment of Client which is being furnished on the Service Commencement Date; and

~~(b) — jointly prepare an inventory of~~ (b) — all dishware, flatware, glassware and similar loose items of Client (the “Smallwares”).

(c) — If at any time during the term of this Agreement or any extension or renewal thereof, Metz determines, in its opinion, that there is not an adequate inventory of Smallwares for normal operating requirements, ~~the inventory of Smallwares shall be increased to normal operating levels at Client’s sole expense.~~ Metz shall provide notice to Client pursuant to Section 11.1 herein. If at any time Client requests Metz to provide food service for any additional customers and Metz agrees to provide such additional service, it will be Client’s responsibility to provide, at its sole cost and expense, adequate operating levels of Smallwares as required, in Metz’s reasonable opinion, for such additional service. In the event Metz furnishes dishware, flatware, glassware and similar loose items to be used in the Program, Metz shall provide notice to Client under Section 11.1, receive Client’s approval, and bill Client each month for the costs associated with the loss and breakage of such items and Client shall pay such costs in accordance with Article 2 hereof. The loss and breakage of such items will be determined based upon a monthly physical inventory.

~~(d) —~~ The Inventory, including all property purchased as Investment Property, is and shall at all times remain property of the Client. Client’s Inventory list shall be updated at the conclusion or earlier termination of the Agreement term hereunder, and Metz shall be responsible for replacement/repair cost of any missing, damaged or otherwise unfit items resulting from Metz.

(e) — Within seven (7) business days following either party’s receipt of a notice of termination of this Agreement, the parties shall meet to discuss the transition of the Services and to account for any

amounts due from one party to the other. ~~Notwithstanding Section 2.1, once a notice of termination is issued for any reason, all invoices shall be due within seven (7) days of Client's receipt of the invoice.~~

(f) In the event of termination of this Agreement, it is Client's responsibility to direct the disposition of all remaining food and liquor inventory. Metz agrees to help liquidate such inventory upon request.

ARTICLE 5

COMPLIANCE WITH LAWS

5.1 Metz agrees to comply with all Applicable Laws, and will operate the Program and provide the Services in accordance with good sanitation practices as mandated by federal and state ordinances and local laws applicable to the Program.

5.2 Client will collect, be responsible for and remit to the appropriate taxing authority all sales taxes imposed upon revenues generated from sales in Program and revenues generated from sales in in-house vending machines for which Client is directly responsible.

5.3 Client will pay or, if already paid by Metz, will reimburse Metz for all other taxes, fees, assessments and licenses related to the Program or the Services, including without limitation, all sales and use taxes, ~~liquor licenses~~ where applicable and permitted by law, personal property taxes on equipment or investments provided to Client by Metz, taxes or fees imposed upon the operation of the ~~Facility~~ Facilities, and including any sales and use taxes imposed on Metz's fees or other charges to Client pursuant to this Agreement. Metz shall coordinate with Client to obtain any liquor and restaurant licenses needed for the Facilities. Metz shall hold such license(s) and will be reimbursed by Client for the costs associated with the liquor license(s). Metz shall cause all activities at the Facilities to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of food and alcoholic beverages at the Facilities, as well as Metz's obligation to pay any and all fees and charges on behalf of Client. Metz shall require all employees selling food and/or beverages at the Facilities to undertake the applicable training program(s) to comply with all laws and license requirements. Client shall cooperate and assist Manager as necessary in connection therewith. Upon termination of this Agreement, whether in whole or in part, Metz shall take all such actions as may be reasonably required to relinquish all rights and interests in such license(s), as applicable, to Client and/or a successor manager of the Facilities.

5.4 Client shall be responsible for the payment when due and payable of any taxes, fees, assessments or licenses being due any taxing authority resulting from any new taxes, legislation or enforcement position effectuated after the Effective Date hereof.

5.5 Neither party hereto shall discriminate because of race, color, religion, sex, age, national origin, known disability or status as a ~~Vietnam era~~ veteran or disabled veteran, and as further defined and prohibited by applicable federal and state government laws, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food service personnel. The parties further agree to comply with the provisions of the Americans with Disabilities Act (ADA), and any changes to the physical facility necessary to comply with ADA shall be the responsibility of Client.

ARTICLE 6

EMPLOYEE/MANAGEMENT EMPLOYMENT RESTRICTION

6.1 Client acknowledges and agrees that Metz has provided to its employees, on a confidential basis, the Proprietary Information as defined in Article 10 below and that Metz has further made a significant investment of time, money and other resources in training its employees with respect to Metz's

methods, procedures and systems. Accordingly, Client agrees that during the term of this Agreement (including any extensions or renewals thereof) and for a period of one (1) year following the expiration, termination or non-renewal of this Agreement (the "Period of Restriction"), it shall not ~~directly or indirectly hire, knowingly~~ authorize the hiring and/or permit the hiring (including employment by any successor contractor) of current or former management personnel of Metz to work as part of or in connection with Client's food service program or programs (whether at the ~~Facility~~ Facilities that ~~is~~ are the subject of this Agreement or elsewhere) nor shall it ~~directly or indirectly knowingly~~, on its own behalf or in the service of or on the behalf of others, solicit or contact current or former management personnel of Metz in an attempt to hire or employ said personnel. For purposes of this Section 6.1, "former personnel" shall mean a person that was employed by Metz during the then preceding twelve (12) month period-, to which Client has knowledge of.

Notwithstanding the foregoing, Client shall not be deemed to have violated the foregoing solicitation/contact restrictions as a result of: (a) contact regarding possible employment prior to the date of this Agreement; (b) a general solicitation or advertisement that is not specifically directed to employees of Metz; or (c) referrals to Client by a search firm, employment agency or other similar entity provided that such entity has not been specifically instructed to solicit employees of Metz. However, in all such instances, even though the foregoing solicitation/contact restrictions would not apply, the foregoing hiring restrictions would still apply.

6.2 Client acknowledges that the restrictions contained in Section 6.1 of this Agreement are reasonable and necessary in view of the nature of Metz's business and in order to protect the legitimate business interests of Metz. Client further acknowledges that Client's violation of the restrictions, or any one of them, would result in irreparable injury to Metz. Therefore, Client acknowledges that, in the event of Client's violation or threatened violation of any of the restrictions set forth in Section 6.1, Metz shall be entitled to obtain from any court of competent jurisdiction, without being required to post a bond, preliminary and/or permanent injunctive relief restraining Client from any violation of these sections. Moreover, Client agrees that, in the event of Client's violation of any of the restrictions set forth in Section 6.1, Client shall pay to Metz, at Metz's election, an amount equal to 1.5 times the annual salary of the person or persons hired in violation of Section 6.1, which amount is to be considered to be liquidated damages and not a penalty.

ARTICLE 7

INSURANCE AND INDEMNITY

7.1 Metz agrees to maintain the following insurance coverage for the duration of this Agreement:

(a) —Commercial General liability insurance, including Products and Completed Operations coverage, in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate. Metz's insurance coverage shall name Client as an additional insured with respect to damage or personal injury caused by the acts or omissions of Metz at the Facility. Metz shall invoice Client for such insurance coverage based upon Metz's company-wide rate applied to managed volume and Client shall pay such invoices in accordance with Article 2 hereof.

(b) Liquor liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

7.2 ~~Both parties~~ Metz shall furnish statutory workers' compensation insurance as prescribed by the laws of the state in which the ~~Facility is~~ Facilities are located and employer's liability insurance in the amount of \$100,000 which insurance shall cover all of their respective employees in the Program. Each party agrees to furnish the other with a certificate evidencing such insurance.

~~7.3 Metz hereby agrees to indemnify and hold harmless Client, its officers, directors, shareholders, employees and agents~~ 7.3 Except to the extent that liability or damage is due to the fault of Client, which shall for the purposes of this section include Client's officers, directors, supervisors, employees and agents and each of them in their governmental and individual capacities, Metz shall defend, indemnify and save and hold Client, its officers, directors, supervisors, employees and agents and each of them in their governmental and individual capacities, harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Client, to the extent arising directly or indirectly from or out of a violation of this Agreement by Metz and/or any failure of Metz, its officers, principals, agents and employees acting in the performance of their duties for Metz, to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority and/or any willful or negligent act or omission of Metz or its employees, agents, invitees, customers, licensees or contractors acting in the performance of their duties for Metz. The obligations of Metz to indemnify and the rights of Client and its officers, directors, supervisors, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.

~~7.4 To the extent allowable by law, Client hereby agrees to indemnify and hold harmless Metz, its officers, directors, shareholders and employees and each of them in their corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of any acts of Metz in violation of this Agreement or any negligent or intentionally wrongful acts or omissions of Metz, except to the extent such liability or damage is due to the negligence or fault of Client. The obligations of Metz to indemnify and the rights of Client and its officers, directors, shareholders, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.~~

~~7.4 Client hereby agrees to indemnify and hold harmless Metz, its officers, directors, shareholders, employees and agents and each of them in their corporate and individual capacities, from any liability or damage any of them may incur, including reasonable attorneys attorneys' fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of any acts of Client in violation of this Agreement and/or any negligent or intentionally wrongful acts or omissions failure of Client, its officers, principals, agents and employees acting in the performance of their duties for Client, to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority and/or any other negligent act or omission of Client, or its employees or agents, acting in the performance of their duties for Client, except to the extent such liability or damage is due to the willful acts, negligence or fault of Metz and/or Metz Personnel. Client's obligations to indemnify and the rights of Metz and its officers, directors, shareholders, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement.~~

7.5 Each party waives all rights of recovery and subrogation against the other party for any loss to its property from perils which can be insured against under the standard form of fire insurance contract with extended coverage endorsement generally available in the state where the Facility is located, whether or not the party has such insurance. Insurance policies carried by each party shall contain waiver of subrogation endorsements in favor of the other party.

7.6 Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Client beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 8

FORCE MAJEURE

8.1 With the exception of the performance of payment obligations, neither Metz nor Client shall have any liability for their respective failure to perform this Agreement when performance is prevented by force majeure. As used herein, the term “force majeure”, shall mean any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, quarantines, declarations of State of Emergency for public health events, picketing, labor or employment difficulties, fires, acts of God, accidents or breakdowns, whether or not preventable, or any similar or dissimilar cause beyond the reasonable control of either party.

ARTICLE 9

DISSATISFACTORY PERFORMANCE

9.1 ~~Notwithstanding anything to the contrary in Section 3.1 hereof, if~~ Client becomes dissatisfied with Metz’s performance hereunder, Client ~~shall agree to~~ give Metz written notice detailing the specific aspects of Metz’s performance hereunder with which Client is dissatisfied and shall provide Metz a reasonable opportunity to respond to the notice within ~~thirty (30)~~fifteen (15) days after Metz’s receipt thereof, by addressing with Client the issues identified in the notice and by outlining for Client the steps Metz intends to take, if any, to address such issues. Nothing herein shall prohibit Client’s right to terminate under Article 3.

ARTICLE 10

PROPRIETARY INFORMATION/PUBLIC RECORDS

10.1 During the term of this Agreement, Client acknowledges that it may acquire or obtain access to Proprietary Information of Metz. As used in this Agreement, “Proprietary Information” shall mean trade secrets ~~or confidential information related to the business of Metz or its affiliates which includes, but is not limited to, technical and nontechnical data, information and depictions related to the operations, systems, computer programs, software, diet manuals, videotapes, methods, techniques, processes, finances (including but not limited to pricing, fee and cost information), actual or potential customers and suppliers, existing and future products, recipes, procedures, personnel manuals and procedures, and employment and staffing of Metz and its affiliates. Proprietary Information also includes but is not limited to information that has been stamped or otherwise designated by Metz to be Proprietary Information or confidential and information disclosed to Metz by a third party that Metz is obligated to treat as confidential~~ related to the business of Metz or its affiliates.

10.2 All Proprietary Information and all physical embodiments thereof are confidential to and are and will remain the sole and exclusive property of Metz. In the event Client receives, obtains access or otherwise is exposed to any Proprietary Information, Client shall and shall cause its officers, employees and agents to, (1) hold the Proprietary Information in trust and in strictest confidence, (2) not produce, use, distribute or otherwise disseminate the Proprietary Information or any physical embodiments thereof, except to the extent required by the law or any lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Client, ~~provided that Client shall give Metz prior notice of such disclosure such that Metz shall have the opportunity to obtain an order of court prohibiting or limiting such disclosure and (3) otherwise protect the Proprietary Information from disclosure.~~

10.3 Disclosure of Proprietary Information by Client will not be made to anyone other than to employees of Client who are directly involved in performing the Services and have a specific need to know such information and who have agreed in writing to hold the Proprietary Information in trust and strictest

confidence in accordance with the terms of this Agreement. ~~Client will take reasonable precautions to prevent disclosure of Proprietary Information to those employees without a need to know such information.~~

10.4 Upon request by Metz, and in any event upon termination of this Agreement, Client shall return all Proprietary Information and other property belonging to Metz, including without limitation, all tangible materials containing or embodying Proprietary Information then in the custody, control or possession of Client or its officers, employees or agents.

10.5 If Client has any reason to believe that any of its officers, employees or agents has disclosed any Proprietary Information in violation of this Agreement, Client shall promptly notify Metz and shall cooperate with Metz to protect Metz's interests in the Proprietary Information.

10.6 In view of the importance of the Proprietary Information to Metz and the incalculable and irreparable harm that would result to Metz if Client were to breach its covenants and agreements in connection with these matters, Client agrees that Metz may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which Metz may be entitled at law or in equity.

~~10.7 Client shall not disclose the substance of this Agreement to any third party except as or to the extent required by law or the lawful order of any court of competent jurisdiction or federal, state, or local agency having jurisdiction over Client, provided that Client shall give Metz prior notice of such disclosure such that Metz shall have the opportunity to obtain an order of court prohibiting or limiting such disclosure.~~

10.7 Notwithstanding the foregoing, Metz understands and agrees that certain documents prepared in connection to or provided to Client in connection with this Agreement may be public records, and accordingly, Metz agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, *Florida Statutes*. Metz acknowledges that the designated public records custodian for Client is Governmental Management Services – Central Florida, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Metz shall 1) keep and maintain public records required by Client to perform the Services; 2) upon request by the Public Records Custodian, provide Client with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the contract term if Metz does not transfer the records to the Public Records Custodian of Client; and 4) upon completion of the term of this Agreement, transfer to Client, at no cost, all public records in Metz's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. All records stored electronically must be provided to Client in a format that is compatible with Microsoft Word or Adobe PDF formats, or as otherwise approved in advance by Client.

ARTICLE 11

MISCELLANEOUS

~~11.1 All notices~~Notices. Any and communications permitted~~all notices, consents, or required directives by this Agreement either party intended for the other shall be in writing and shall be delivered~~sent by nationally-registered or certified mail, return receipt requested, or by recognized overnight courier with the receipt of recipient acknowledged by signature at the to the following addresses, unless either party shall have designated a different address set forth above (or at such other by serving written notice of change of address as either party shall designate in writing to the on the other party during the term of this Agreement, or any extension by registered or renewal thereof).

In addition, Client shall also deliver a copy of any all notices to Metz at the Facility by hand delivering such copy to a Manager of Metz, certified mail. Notices shall be deemed ~~received~~receive upon actual receipt by the addressee.

____11.2____
Addresses for Notices:

To Client: Lake Ashton Community Development District
 c/o Governmental Management Services – Central Florida, LLC
 219 East Livingston Street
 Orlando, Florida 32801
 Attention: District Manager
 Telephone: (407) 841-5524

And: Latham, Luna, Eden & Beaudine, LLP
 111 North Magnolia Avenue, Suite 1400
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, Esq., District Counsel
 Telephone: (407) 481-5872

To Metz: Metz Culinary Management, Inc.
 Two Woodland Drive
 Dallas, Pennsylvania 18612
 Attention: Jeffrey C. Metz
 Telephone: (570) 675-8100

And: Metz Culinary Management, Inc.
 8274 Blaikie Court
 Sarasota, Florida 34240
 Telephone: (941) 554-4701

____11.2____ Severability; Construction of Provisions. In case one or more of the provisions contained in this Agreement, or parts hereof, should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but rather this Agreement shall in that event be construed as if such invalid, illegal or unenforceable provision, or part hereof, had never been contained herein. The parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

11.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, notwithstanding any additional, conflicting or different terms that may be contained in any statement, communication, quotation, acknowledgment, confirmation, purchase order, invoice, billing, or other form of either party. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties hereto that specifically references the intent of the parties to amend or modify this Agreement. For the purposes of this Section, any such amendment or modification must be executed by a Vice President of Metz.

11.4 Beneficiaries of Agreement. This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by Client and Metz, and its lawful successors, representatives and permitted assigns.

~~11.5 If Metz deems it necessary to enforce this Agreement by or through an attorney at law, Client shall pay to Metz upon demand all costs and expenses incurred by Metz in connection with such enforcement, including, without limitation, attorney's fees.~~ 11.5 Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in writing signed by the party granting such waiver. For the purposes of this Section, any such waiver must be executed by a Vice President of Metz.

11.6 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of ~~Georgia~~ Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.

11.7 Prior Dealings. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. For the purposes of the interpretation of this Agreement and for the purposes of resolving any ambiguity herein, this Agreement was drafted by the joint efforts of both parties and no presumption shall be drawn in favor or against either of the parties by virtue of the Agreement's authorship.

11.8 Headings. All heading and captions appearing herein are inserted for purposes of convenience and reference only, and shall not be used to construe or interpret any provision hereof.

11.9 Relationship of Parties. Notwithstanding anything herein to the contrary, ~~excluding Section 1.11,~~ the parties acknowledge and agree that Metz is an independent contractor and this Agreement does not constitute or appoint Metz as an agent of Client, which agency is hereby expressly disclaimed by Metz and Client, ~~except for the limited agency as set forth in Section 1.11.~~ Client will have no right to control the means or method by which Metz performs the Services; the interest of Client in such respect is to ensure that the Services are performed in a competent, efficient, professional and satisfactory manner. Neither party shall hold itself out as, a partner, joint-venturer, agent ~~(except for the limited agency as set forth in Section 1.11),~~ employee, or legal representative of the other, and neither party is otherwise authorized to act for or on behalf of the other as a result of this Agreement or any other agreement and neither party can act for nor legally bind the other, ~~except for the limited agency as set forth in Section 1.11.~~ Except for the limited agency as set forth in Section 1.11, neither. Neither party is authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of the other, nor shall either party represent that it has any right or power to do so.

11.10 Damages Waiver. Neither Client nor Metz shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Program, the Services or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any type of cause of action.

11.11 Warranties. Except as expressly set forth in this Agreement, neither party makes, and each such party hereby specifically disclaims, any and all representations and warranties express or implied, arising by law or otherwise, arising under or relating to this Agreement or the subject matter of this Agreement.

11.12 Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of Client's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.13 No Inconsistent Tax Position. Metz agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to client with respect to the Facility. For example, Metz agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

11.14 Rules and Regulations. Metz acknowledges that Client is a special purpose government, subject to applicable federal, state and local laws and regulations. Client may, from time to time, promulgate, amend and require the observance by Metz and the public rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Facility.

11.15 Liens, Generally. Metz shall not create or cause to be imposed, claimed or filed upon the Facility, or any portion thereof, or upon the interest of Client therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Metz, any such lien, charge or encumbrance shall be imposed, claimed or filed, Metz shall, at its sole cost and expense, within twenty (20) days following written notice from Client, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Metz shall indemnify and save and hold Client harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Metz shall fail to comply with the foregoing provision, Client shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Metz agrees to reimburse Client for all sums so paid and for all costs and expenses reasonably incurred by Client in connection therewith, together with interest thereon, until paid.

11.16 Metz's Personal Property. All personal property of Metz and/or Metz Personnel that is placed or moved into the Facilities shall be at risk of Metz or the owner thereof and the Client shall not be liable for any damage to said personal property or to the Metz and/or Metz Personnel.

11.17 Non-Assignability. This Agreement cannot be assigned, encumbered or subcontracted by either party without the prior written consent of the other party. However, this Agreement may be assigned by Metz without the consent of Client to a successor to Metz by merger, consolidation or the purchase of substantially all of the assets of Metz.

ARTICLE 12 **ANNUAL PLAN AND BUDGET**

12.1 Metz acknowledges that Client's fiscal year commences on October 1st and concludes on September 30th (hereinafter, "Fiscal Year"). By April 1st of each year of the Agreement term, Metz shall submit to Client, for Client's approval, a proposed annual plan (the "Annual Plan"). The Annual Plan shall describe the major management goals and intended actions for the ensuing year, in reasonable detail, so as

to enable Client to evaluate the intended conduct of the affairs of the Facilities during that period and can anticipate any budget adjustments for the following fiscal year. The Annual Plan shall specifically address, at a minimum: i) the anticipated operating, marketing, and agronomic practices planned to be undertaken, iii) the estimated rates and fees to be charged relative to the use of the Facilities by patrons, and iii) an estimated operating and capital budget including Gross Revenue, Operating Expenses, and planned capital expenditures (collectively, the "Budget") for Client's upcoming Fiscal Year. Metz understands that the Client shall formally approve an annual budget after a properly noticed public hearing in August of each year. Therefore, the Annual Plan must be approved well in advance of August annually.

12.2 Client shall approve or disapprove (and, if disapproving, shall provide written comment on) the Annual Plan, including the Budget, within forty-five (45) days following its receipt of same. Client's approval of the Annual Plan shall not be unreasonably withheld, conditioned or delayed. Upon request of Client, Metz shall provide Client with the data and information utilized in preparing the Annual Plan or any revisions thereto. If Client is unable to approve or disapprove the Annual Plan within the timeframes stated herein, the Annual Plan proposed by Metz shall be deemed approved.

12.3 Metz agrees that Client's approval will be required prior to any material change to the Annual Plan. A material change with respect to the Budget shall mean any change that results in a line item increase of ten percent (10%) not to exceed \$10,000.00. Notwithstanding the foregoing, Metz may reallocate all or any portion of any amount budgeted with respect to items in the Budget to another item in the Budget; provided, however, any reallocation that equals or exceeds ten percent (10%) of the total Budget shall require Client's approval. If Client is unable to approve or disapprove any changes or reallocations within forty-five (45) days following its receipt of notification of same, such changes or reallocations proposed by Metz shall be deemed approved.

12.4 After the Annual Plan is approved, Metz shall use its commercially reasonable efforts to operate the Facilities pursuant to the Annual Plan. Notwithstanding the foregoing, Client acknowledges that Metz has not made and, by proposing the Annual Plan, (i) does not make any guarantee, warranty, or representation of any nature concerning the Annual Plan, the amounts of Gross Revenue or Operating Expenses or net operating income, and (ii) does not have any liability to Client for any deficits in the Budget arising from the operation of the Facilities by Metz so long as Metz employs good faith, commercially reasonable efforts to operate pursuant to the Annual Plan and within the Budget.

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO AGREEMENT

between Lake Ashton Community Development District and Metz Culinary Management, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

METZ CULINARY MANAGEMENT, INC.:

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____

CENTURY RESIDENTIAL, LLC:

**LAKE ASHTON COMMUNITY DEVELOPMENT
DISTRICT:**

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____

EXHIBIT “A”



Metz
CULINARY MANAGEMENT

Proforma - Year 1

Lake Ashton

Note: Including \$500 Annual Household Minimum Spend

		Total	
		\$	%
Sales			
	Retail	1,285,020	85.5%
	Catering	217,800	14.5%
Total Sales and Revenue		1,502,820	100.0%
Cost of Goods \$Manual.Sales			
	Retail	360,096	24.0%
	Catering	60,984	4.1%
Total COGS		421,080	28.0%
Gross Profit		1,081,740	72.0%
Labor Cost			
	Management Salaries	152,250	10.1%
	Hourly Wages	439,291	29.2%
	Vacation Salaries & Wages	10,931	0.7%
	Taxes & Benefits	171,737	11.4%
Total Labor Cost		774,208	51.5%
Controllable Costs			
	Laundry	15,137	1.0%
	Cleaning & Mtce	10,520	0.7%
	Paper Goods	28,786	1.9%
	Menus/Printing	800	0.1%
	Office Supplies/Postage	3,500	0.2%
	Uniforms	4,000	0.3%
	Repairs & Mtce	8,000	0.5%
	Promo/Decorations/Flowers/Advertising	8,000	0.5%
	Drug Testing/Employee Training	1,300	0.1%
	Marketing/Advertising	12,000	0.8%
	Travel & Lodging	4,000	0.3%
	Fuel & Auto Mtce	3,600	0.2%
	Service Contracts / Pest Control	2,000	0.1%
	Misc	7,514	0.5%
Total Controllable Cost		\$109,157	7.3%
Non-Controllable Costs			
	Equipment Rental	3,000	0.2%
	Admin & Supv Fee	40,000	2.7%
	Management Fee	40,000	2.7%
	Computer Exp (Inc CTUIT)	4,935	0.3%
	CC Fees	38,768	2.6%
	Insurance - G/L	10,820	0.7%
	Liquor License	3,400	0.2%
Total Non-Controllable Cost		\$140,924	9.4%
Sub-Total Cost of On-going Operations		1,445,369	96.2%
Net Income		57,451	3.8%
Opening Costs / Smallwares (incl 25K to build inventory stocks)			\$60,000

The "Facility"

The parties agree that the Facility consists of the following: the restaurant space within the Clubhouse containing approximately 3,987 gross square feet of interior floor area and the outdoor patio area adjacent to the Restaurant.

Additionally, Metz has non-exclusive rights (for management, oversight and provision of food and beverage service to the ballroom facility in the Clubhouse (the “Ballroom”)) and other areas of the Clubhouse (the Ballroom and other areas of the clubhouse, are referred to as the “Catering Facilities”). Metz agrees that Client may permit other caterers to provide food and beverage or other catering services to the Catering Facilities, in Client’s discretion.

EXHIBIT “B”

SECTION VII

SECTION B



Lake Ashton Community Development District

Community Director Report

Submitted by: Christine Wells – Community Director

October 19, 2020

Events and Activities

“Under the Stars” Outdoor Movies have been a hit with residents. There have been 2 outdoor movies so far and each event averaged about 15-20 golf carts. Sponsorships have been sold for \$200 each from October-December for a total of \$1,200 received so far.

October is Breast Cancer Awareness month. Staff has a collection in place to collect hat, scarves, and other head coverings to be donated to American Cancer Society. A motivational speaker is scheduled, a free beading class will be held and the last event will be the Girls Night In event on October 17.

Flu Shots by Walgreens are scheduled for October 19 in the Ballroom.

A free Tie Dye Class will be held on October 21, a pallet painting class on October 23, and an essential oils class on October 29. Astronomy Night has returned and is on October 29 followed by the Fall Festival and Pet Parade ending the month. Sponsorships are continuing to be sold for the Fall Festival. A total of \$2,450 has been collected so far.



The following sanitation procedures are in place for all events in the Clubhouse:

- Masks will be worn for all events.
- Hand sanitizer will be available in multiple locations at each event.
- Tables will be placed 6 feet apart and a maximum of 4 chairs will be placed at each table.
- Tables and chairs will be sanitized before and after each event.
- Disposable gloves will be available at all events.
- All snack items will be individually wrapped, when provided.

Phase III of the Clubhouse reopening plan was put in place on Wednesday, October 7. The new operating hours for the Clubhouse are 6 am – 10 pm, 7 days per week. A copy of the full plan has been sent out via email blast to residents.

Shows have been scheduled for the 2021 entertainment season and will be advertised in the November LA Times. Tickets for these shows will go on sale in December and will follow Ballroom capacity guidelines in place. Staff is recommending these shows to be individual shows versus Entertainment Series shows. Staff is recommending to put the Entertainment Series on hold until the 2022 season with renewals and new season tickets going on sale starting October 2021. Staff will offer individual shows and other special events for the 2021 season.

There are two Entertainment Series shows, The Doo Wop Reunion and Celebrate from the 2020 season that have been rescheduled to March and April 2021. These shows will be available to only those residents that already have a ticket. No other tickets will be sold for these 2 shows.

Staff purchased a sanitizing fogger designed to cover large areas and this will be used before and after each event in the Ballroom. This will also be used in each room throughout the day between uses.

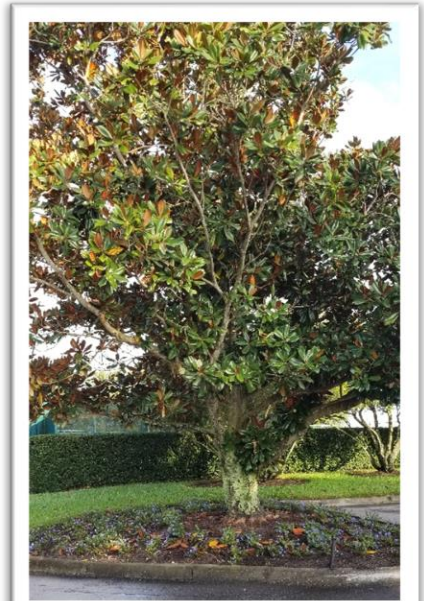
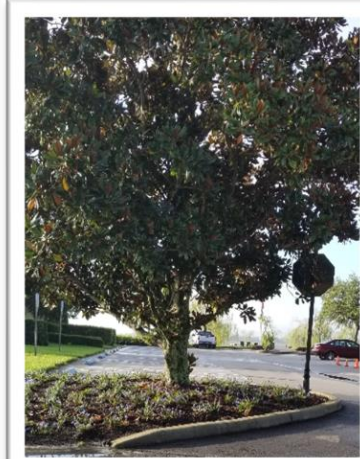
Staff will be presenting bus trips and the sanitation procedures in place by Small World Tours for resident consideration in the November LA Times. In addition to air purifiers installed on the coaches, there will be capacity restrictions as well as a seating chart allowing residents to load the coach from back to front. Masks will be required while on the bus and hand sanitizer will be used every time residents get on and off the coach.

Newsletter Ad Revenue:

The October LA Times newsletter generated \$8,721.75 in newsletter revenue.

Landscaping Projects Complete:

The Blue Daze that was approved at the September BOS meeting was installed on the northeast side of the Clubhouse and under the magnolia trees in the west parking lot.



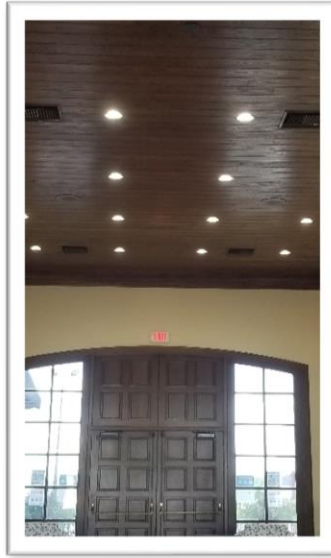
Oyster plants were replaced at the Thompson Nursery Road Entrance. These were covered under warranty so there was no charge to the District for the replacement.



The following declining plants will be removed over the next month. No replacement is needed at this time for a few of the options. The declining willow tree will be replaced by LAVA, once approved.

Clubhouse Completed Projects:

The Chandelier has been removed in the Foyer and lights have been replaced to give a brighter look in the area.



Pavement/Stormwater Management: These are concerns brought up by residents since the September BOS Meeting. The District Engineer is working on finalizing the report for Pavement Management. The report for Stormwater Management was previously sent to the Board.



A few residents have reported a hole behind the outfall structure on pond 17. The District Engineer has this, in addition to other items throughout the community, on the list of items to be repaired once water levels lower.

A couple of residents reported drainage issues near 3616 Blackmoor Lane. The issue was passed along to the District Engineer and he replied that he is finalizing the lists of areas that are most in need of repair and this is on the list of items, in addition to other items throughout the community.



Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Clubhouse Projects						
Fitness Center Restroom Refurbishment	\$31,450.00	6/15/2020	approx 3-4 weeks	Approx 2 weeks	Blackburn's Interiors agreed to match the previous contractors price and will begin as soon as materials are in stock (approximately 3-4 weeks)	9/14/2020
Bowling Alley Well Point System	Insurance Claim	Insurance Claim	7/13/2020	Approximately 4 weeks	<p>Week of 10-12-20: Contractor will be back this week to accomplish the following: Try and close of the wall to keep water from entering the bowling pit area. Seal floor and stem walls of bowling pit. Close up kitchen floor and install tile the cleanup area. If no further water issues found. Install well point tubing. Monitor water levels as this may have an impact on schedule.</p> <p>Week of 10-19-20: Install pump and final well points in stem walls. Close stem wall and final coat of sealant. Test well point system. Monitor water levels as this may have an impact on schedule.</p> <p>Week of 10-26-20: Repair all electrical conduit and lines in pit area. Begin framing of approach floor and if time begin to install approach.</p> <p>Week of 11-02-20: Final close up of approach and testing of bowling lanes and equipment. Install of carpet and final clean up. This is all dependent of resolution of the water intrusion and CPH (contractor's Engineer) getting drawings to the contractor the week of 10/12/20. PLEASE NOTE SCHEDULE IS SUBJECT TO CHANGE.</p>	10/12/2020
Vanity Replacement in Restrooms	\$4,946.13	7/13/2020	TBD		Project is on hold until Fitness Center Tile Replacement project is finished so contractor can complete the entire project at one time.	8/10/2020
Replace Current Faucets with Hands-Free Faucets	\$2,500.00	7/13/2020	TBD		Faucets will be replaced at the same time the vanities are installed	8/10/2020

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Audio/Visual for Meetings					Staff is working with members of the Lake Ashton Performing Arts Committee on options to broadcast meetings to residents that prefer to attend virtually when in-person meeting resume.	10/12/2020
Local Insertion Channel					Staff is looking into setting up for residents that have Spectrum or FIOS cable services. Staff is working with the Spectrum account rep and has also reached out to Verizon FIOS to explore options for that service provider. This is still on-going	10/12/2020
Restaurant						
New and Replacement Equipment in the Restaurant			10/15/2020		Metz will be out the week of 10/12 to evaluate the equipment in the Restaurant and will recommend replacements or new equipment needed.	10/12/2020
Landscape Management						
Palm Tree Replacement on Blvd	Plant replacement budget	9/21/2020	10/19/2020		A Roebelenii Palm was approved as the replacement for the Medjool palm that was struck by lightning. Replacement will occur the week of 10/12/20.	10/12/2020
Lake Management						
Grass Carp Installation	\$2,970.00	6/15/2020	2-4 weeks		The permit was approved on 10/7/2020. Applied Aquatic is working on getting the fish for install. The farm informed them the fish will be ready in a few weeks.	10/12/2020
Pavement/Stormwater Management						
Pavement Management Evaluation	\$7,000.00	6/15/2020			District Engineer Project. Finalized report in progress.	6/15/2020
Lake Ashton Lake Level Management					The District Engineer will provide an update	10/12/2020

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Golf Course Pathways and Bridges Evaluation		6/15/2020			District Engineer Project. Finalized report in progress.	6/15/2020
Golf Course Flumes					The District Engineer is working on quotes to repair failing flumes on a few ponds on the golf course.	8/10/2020
Cart Path Going to 10 East					The golf cart pathway has collapsed leaving a deep hole	9/21/2020
Projects for Consideration						
Installation of Air Purifiers in the Clubhouse					Staff is recommending the installion of air purifiers on all Clubhouse air conditioning units to help sanitize the air and rid it of bacteria, viruses and allergens. Staff is working on a quote to give the board an approximate cost for consideration of the project.	10/12/2020
Projects on Hold						
Extend Awning Over Horseshoe Bar					The Board decided at the 9/21/20 BOS meeting to table this project until the new operator of the Restaurant is in place.	10/12/2020
Chandeliers in Restaurant					The Board decided at the 9/21/20 BOS meeting to table this project until the new operator of the Restaurant is in place.	10/12/2020
Painting Foyer and Main Hallway					Staff is working with the interior designer on the refurbishment of the Clubhouse décor. Staff is seeking approval to move forward with selecting a paint color for the Foyer and hallway to update the look of the Clubhouse. Staff will do the painting so only the cost of materials will be incurred.	9/14/2020
Online Payments					This project is tabled until beginning of 2021	10/12/2020
Golf Course Bridges - Running Boards and Maint.					The District Engineer recommended to wait on this project until cost of lumber decreases	8/17/2020

SECTION C

SECTION 1

*Item will be
provided under
separate cover.*

SECTION D



Lake Ashton Community Development District

Operations Manager Report

DATE: October 19, 2020

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – October 19, 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. Timer installed to spa shutting it down at 10 pm and turning on at 5:30 am. This will help conserve gas.

Lakes/Ponds:

1. Lakes and ponds are being treated according to our contract with Applied Aquatic.
2. Pond water levels are elevated due to the amount of rain.

Landscaping:

1. Staff has been meeting on a biweekly basis with Yellowstone Landscape to review CDD property.
2. Blue Daze installed around Clubhouse.
3. Medjool Palms fertilized and injected with a preventative treatment.
4. Oyster Plants installed at the Community entrance.
5. Mulch is scheduled to be installed the week of 10/12.

Other:

1. Repaired north Foyer door to open properly when handicap button is pressed.
2. Replaced three broken legs to the banquet tables in Ballroom.
3. Removed the Foyer chandelier.
4. Replaced the bulbs in the Foyer and hallway with daylight color bulbs.
5. Treated the algae growth on the floor of the Pavilion.
6. Replaced a bad ballast in the Fitness Center.
7. Replaced the handrail covers around the pool. Added handrail covers to the North and South ladder entrance as well.

SECTION 1

Compare Products

☐ Hide Similarities



Simpson Aluminum
4200 PSI at 4.0 GPM
HONDA GX390 Cold
Water Gas Pressure
Washer

Model ALH4240

(71)

\$1,199.00 / carton

ADD TO CART



Simpson SIMPSON
PowerShot PS4240
4200 PSI at 4.0 GPM
HONDA GX390 Cold
Water Pressure
Washer

Model 60456

(271)

\$979.00 / box

ADD TO CART



DEWALT 4200 PSI 4.0
GPM Gas Pressure
Washer Powered by
HONDA

Model 60605

(61)

\$1,229.99 / carton

ADD TO CART



CHAMPION POWER
EQUIPMENT 4200
PSI 4.0 GPM
Commercial Duty Low
Profile Gas Cold Water
Pressure Washer

Model 100790

(4)

\$849.00 / each

ADD TO CART

My Store: Winter Haven [Change](#)

Buy Online, Ship to Store

Free Shipping to Home

DIMENSIONS

Assembled Depth (in.)			
38 in	38 in	28 in	49.5 in
Assembled Height (in.)			
29 in	29 in	26.5 in	28.1 in
Assembled Width (in.)			
23.5 in	23.5 in	24.5 in	23.9 in
Hose length (in.)			
600	600	600	50
Interior Hose Diameter (In.)			
3/8 in	.375 in	3/8 in	5/8 in
Wheel Diameter (in.)			
13 in	13 in	13 in	10 in

DETAILS

Assembly Required			
Yes	Yes	Yes	Yes
Brand Name			
Simpson	Simpson	DEWALT	CHAMPION POWER EQUIPMENT
CA (CARB) Compliant			
CARB Compliant	CARB Compliant	CARB Compliant	Not CARB Compliant
Commercial / Residential			
Commercial	Commercial	Commercial	Residential
Connection Type			
3/8 in. Quick Connect Hose & Trigger Handle	3/8 in. Quick Connect Hose & Trigger Handle	3/8 in. Quick Connect Hose & Trigger Handle	M22 Universal Threaded Twist On Hose & Trigger Handle
Engine Displacement (cc)			

389	389	389	389
Engine Make			
Honda	Honda	Honda	OEM Branded
Engine Type			
GX	Direct Drive	Air-cooled, 4-stroke, OHV	4-stroke
Features			
Abrasion Resistant,Adjustable pressure,Chemical/detergent injection,Cold water,Interchangeable wand,Kink free hose,Quick connect tips	Chemical/detergent injection,Quick connect tips	Abrasion Resistant,Chemical/detergent injection,Cold water,Interchangeable wand,Quick connect tips	Adjustable wand,Cold water,Quick connect tips
Fuel Tank Capacity (gallons)			
1.6	1.6	1.6	1.6
GPM			
4.0	4	4.0	4
Hose Material			
Steel	Steel	Other	Reinforced
Included			
Hose,Wheels	Onboard cord storage,Wheels	Engine oil,Hose,Onboard storage,Wheels	Detergent tank,Engine oil,Hose,Onboard cord storage,Wheels
Maximum Pressure (PSI)			
4200	4200	4200	4200 psi
Nozzle Type			
Multi-Pattern	Multi-Pattern	Multi-Pattern	Pro Style tips with quick disconnect
Number of tips included			
5	5	5	5
PSI Range			
-	3200+ PSI	-	-

Pressure Washer Power Type			
Gas	Gas	Gas	Gas
Product Weight (lb.)			
133 lb	136 lb	157 lb	124.6 lb
Pump Brand			
CAT	AAA	CAT	AR (Annovi Reverberi)
Pump Type			
Triplex	Triplex	Triplex	Axial
Reconditioned			
New	New	New	New
Returnable			
30-Day	30-Day	30-Day	30-Day
Start Type			
Recoil Start	Recoil Start	Recoil Start	Recoil Start
Suggested Use			
Car,Decking,Driveway,Grill,Paint Preparation,Patio Furniture,Siding,Window	Decking,Driveway,Grill,Patio Furniture,Siding,Window	Car,Decking,Driveway,Grill,Paint Preparation,Patio Furniture,Siding,Window	Car,Decking,Driveway,Paint Preparation,Patio Furniture,Siding,Window
Water capability			
Cold	Cold	Cold	Cold

WARRANTY / CERTIFICATIONS

Manufacturer Warranty			
3 Year limited commercial engine warranty : 5 Year limited pump warranty : 10 Year limited frame warranty : 90 Day limited accessory warranty	3 Year limited commercial engine warranty : 5 Year limited pump warranty : 10 Year limited frame warranty : 90 Day limited accessory warranty	3 year limited commercial engine warranty : 5 year limited pump warranty : 10 year limited frame warranty : 90 Day limited accessory warranty	2-Year Limited Warranty

SECTION VIII

SECTION A

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

October 19, 2020

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
9/17/20	7265-7266	\$25,888.48
9/21/20	7267-7280	\$67,402.12
10/1/20	7281-7290	\$35,815.30
General Fund Total		<hr/> <u>\$129,105.90</u> <hr/>
<u>Capital Projects Fund</u>		
9/18/20	306	\$35,851.19
9/21/20	307	\$15,725.00
Capital Projects Fund Total		<hr/> <u>\$51,576.19</u> <hr/>

AP300R
*** CHECK NOS. 007265-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/09/20
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/17/20	00631	8/31/20 191658	202008 310-51300-31100		*	9,189.25	
		SVCS THRU 08/31/20					
		8/31/20 201086	202008 310-51300-31100		*	1,406.31	
		SVCS THRU 08/31/20					
				RAYL ENGINEERING & SURVEYING, LLC			10,595.56 007265
9/17/20	00061	9/14/20 0920	202009 320-57200-43000		*	15,292.92	
		SVCS 09/20					
				TECO			15,292.92 007266
9/21/20	00522	8/23/20 31107573	202008 320-57200-43200		*	660.45	
		PROPANE					
				AMERIGAS			660.45 007267
9/21/20	00057	8/31/20 187994	202008 320-53800-46800		*	3,895.00	
		SVCS 08/20					
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 007268
9/21/20	00652	9/14/20 09142020	202009 320-57200-54500		*	180.00	
		EQUIPMENT REPAIRS/MAINT					
				COMMERCIAL SERVICE COMPANY LLC			180.00 007269
9/21/20	00502	9/02/20 1736	202009 320-57200-34501		*	17,913.00	
		SVCS 09/20					
				COMMUNITY WATCH SOLUTIONS, LLC			17,913.00 007270
9/21/20	00621	8/14/20 853757	202008 320-57200-54501		*	195.00	
		SVCS 08/20					
		8/14/20 853758	202008 320-57200-54501		*	145.00	
		SVCS 08/20					
		8/25/20 854751	202008 320-57200-54501		*	425.00	
		SVCS 08/20					
		9/09/20 854948	202009 320-57200-54501		*	205.00	
		SVCS 09/20-FOLLOW UP					
		9/14/20 856505	202009 320-57200-34501		*	195.00	
		SVCS 09/20					
				COUNTRY BOY PEST CONTROL			1,165.00 007271
9/21/20	00466	5/22/20 43047	202005 310-51300-42501		*	2,488.00	
		LA TIMES NEWSLETTER 05/20					
				CUSTOMTRADEPRINTING.COM			2,488.00 007272
9/21/20	00214	9/01/20 AR543317	202009 310-51300-42500		*	211.65	
		COPIER LEASE					
				DEX IMAGING			211.65 007273
				LAKA LAKE ASHTON SROSINA			

AP300R
*** CHECK NOS. 007265-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/09/20
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/21/20	00215	9/17/20 411	202009 320-57200-34000	FACILTY MGMT 09/20	*	23,470.87	
							23,470.87 007274

9/21/20	00098	8/06/20 9611734	202008 320-57200-52000	SUPPLIES	*	76.38	
		8/18/20 7513292	202008 320-57200-52000	SUPPLIES	*	231.27	
		8/18/20 7622592	202008 320-57200-52000	SUPPLIES	*	13.83	
		8/20/20 5054627	202008 320-57200-52000	SUPPLIES	*	24.14	
		8/24/20 1612461	202008 320-57200-52000	SUPPLIES	*	57.86	
		8/26/20 9022268	202008 320-57200-52000	SUPPLIES	*	45.64	
		8/27/20 8022348	202008 320-57200-52000	SUPPLIES	*	142.24	
		9/02/20 2250539	202009 320-57200-52000	SUPPLIES	*	135.67	
		9/03/20 1061504	202009 320-57200-52000	SUPPLIES	*	107.97	
							835.00 007275

9/21/20	00470	9/09/20 09092020	202009 320-57200-52000	REG & DECAF COFFEE SUPPLI	*	30.29	
							30.29 007276

9/21/20	00543	9/17/20 20202159	202009 320-57200-49400	SANDBAGS & PAVERS	*	16.64	
		9/17/20 20202159	202009 320-57200-54500	SANDBAGS & PAVERS	*	16.00	
							32.64 007277

9/21/20	00430	9/05/20 50118805	202009 310-51300-42502	COPIER LEASE	*	162.50	
							162.50 007278

9/21/20	00445	9/15/20 OS148097	202009 320-57200-46200	MAINT 09/20	*	15,441.67	
							15,441.67 007279

9/21/20	00346	9/11/20 2116316	202009 320-57200-54500	MAINT & SVCS 09/20	*	916.05	
							916.05 007280

				LAKA LAKE ASHTON SROSINA			

AP300R
*** CHECK NOS. 007265-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/09/20
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/01/20	00085	9/04/20 1155114	202009 320-57200-54500		*	225.00	
		9/16/20 1155185	202009 320-57200-54500		*	300.00	
			FLOOR DRAINS SEWER CALL	A.D. BAYNARD PLUMBING, INC.			525.00 007281
10/01/20	00057	7/31/20 187250	202007 320-53800-46800		*	3,895.00	
			SVCS 07/20	APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 007282
10/01/20	00055	9/15/20 20735-08	202008 320-57200-43100		*	6,127.42	
			SVCS 08/20				
		9/15/20 20740-08	202008 320-57200-43100		*	66.07	
			SVCS 08/20				
		9/15/20 22109-08	202008 320-57200-43100		*	70.30	
			SVCS 08/20	CITY OF LAKE WALES			6,263.79 007283
10/01/20	00215	8/07/20 403	202008 320-57200-54500		*	1,796.25	
			ADD'L FACILITY MAINT 07/2				
		8/20/20 404	202008 320-57200-52000		*	38.84	
			CABLE TIE				
		8/21/20 405	202008 320-57200-54500		*	712.50	
			FACILITY MAINT 08/20				
		8/31/20 407	202007 320-57200-54500		*	837.19	
			ADD'L FACILITY MAINT 7/20	GMS-CENTRAL FLORIDA, LLC			3,384.78 007284
10/01/20	00067	9/21/20 202111	202009 320-57200-54500		*	570.00	
			FENCE REPAIRS	THE HARTLINE ALARM COMPANY, INC.			570.00 007285
10/01/20	00512	10/01/20 1884472	202010 320-57200-41000		*	45.86	
			SVCS 10/20	KINGS III OF AMERICA, INC.			45.86 007286
10/01/20	00164	9/23/20 93974	202008 310-51300-31500		*	3,525.47	
			SVCS 08/20	LATHAM, LUNA, EDEN & BEAUDINE,LLP			3,525.47 007287
10/01/20	00051	4/13/20 32215491	202004 320-57200-52000		*	101.73	
			SUPPLIES				
		5/01/20 32217481	202005 320-57200-49400		*	962.00	
			SUPPLIES	SYSCO-CENTRAL FL			1,063.73 007288

LAKA LAKE ASHTON SROSINA

AP300R
*** CHECK NOS. 007265-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/09/20
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/01/20	00653	9/21/20	09212020 202009 300-22000-10000 DAMAGE DEPOSIT REFUND	VICTORY RIDGE ACADEMY	*	500.00	500.00 007289
10/01/20	00445	8/15/20	OS139547 202008 320-57200-46200 MAINT 08/20		*	15,441.67	
		9/02/20	OS145480 202009 320-57200-46200 QTRLY PALM INJECTIONS	YELLOWSTONE LANDSCAPE	*	600.00	16,041.67 007290
TOTAL FOR BANK A						129,105.90	
TOTAL FOR REGISTER						129,105.90	

LAKA LAKE ASHTON SROSINA

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/09/20
LAKE ASHTON CDD - CPF
BANK B LAKE ASHTON - CPF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/18/20	00098	7/24/20 0720-02	202007 600-53800-60099	PROJ:FLOODING REMEDIATION	*	35,851.19	
				SUAREZ GRADING ENTERPRISES, INC			35,851.19 000306
9/21/20	00005	9/10/20 09102020	202009 600-53800-61005	50% DEP-CLBHSE B/R TILE	*	15,725.00	
				BLACKBURN'S INTERIORS, INC.			15,725.00 000307
				TOTAL FOR BANK B		51,576.19	
				TOTAL FOR REGISTER		51,576.19	

LAKE ASHTON CDD
FY 2020 CASH RECEIPTS

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

	April-20	May-20	June-20	July-20	August-20	September-20
ENTERTAINMENT	\$ 17,665.67	\$ 9,046.10	\$ 1,316.00	\$ 250.00	\$ 45.00	\$ -
BALLROOM RENTAL	\$ (1,500.00)	\$ 250.00	\$ (1,750.00)	\$ -	\$ (1,275.00)	\$ -
DAMAGE DEPOSITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NEWSLETTER INCOME	\$ 5,532.25	\$ 3,300.25	\$ 6,990.25	\$ 8,132.75	\$ 3,060.25	\$ -
COFFEE INCOME	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ -
CLERICAL	\$ 1,092.20	\$ 75.00	\$ 63.00	\$ 107.00	\$ 30.00	\$ -
SECURITY FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENTRANCE GATE OPENERS	\$ -	\$ -	\$ 185.00	\$ 111.00	\$ 148.00	\$ -
INSURANCE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ -	\$ 19.00	\$ 409.00	\$ 12.00	\$ -	\$ -
RESTAURANT LEASE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SALES TAX PAYABLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 26,290.12	\$ 14,440.35	\$ 7,263.25	\$ 13,662.75	\$ 258.25	\$ -

FISCAL YEAR 2020 TOTAL	
ENTERTAINMENT FEES	\$ 184,573.27
BALLROOM RENTAL	\$ 36,400.00
DAMAGE DEPOSITS	\$ 4,500.00
NEWSLETTER INCOME	\$ 82,662.00
COFFEE INCOME	\$ 3,200.00
CLERICAL	\$ 2,567.20
SECURITY FEE	\$ 2,429.50
ENTRANCE GATE OPENERS	\$ 1,591.00
MISCELLANEOUS	\$ 9,512.71
RESTAURANT LEASE	\$ 5,580.00
SALES TAX PAYABLE	\$ 420.00
	\$ 350,435.68

LAKE ASHTON CDD
AUGUST 2020 CASH RECEIPTS

ENTERTAINMENT

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/10/20	1046	Creek	\$ 10.00	
8/13/20	1047	Sandel	\$ 10.00	
8/17/20	1049	Przygoda	\$ 10.00	
8/18/20	1050	Dunn	\$ 20.00	
8/20/20	1052	Williams	\$ (5.00)	
TOTAL			\$ 45.00	

RENTALS

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/7/20	CK 24098	Meals on Wheels	\$ 1,725.00	Ballroom Rental - 2-26-2021
8/31/20	1054	Cordova	\$ (1,500.00)	Ballroom Rental Refund - 8-29-2020
8/31/20	1054	Garcia - Rios	\$ (1,750.00)	Ballroom Rental Refund - 11-14-2020
8/31/20	1054	Cobb	\$ (1,500.00)	Ballroom Rental Refund - 8-22-2020
TOTAL			\$ (3,025.00)	

NEWSLETTER

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/7/20	CK 06884597	Edward Jones - M. Kennedy	\$ 360.00	LAT - August Ad
8/14/20	1048	Dan's City Fan's	\$ 185.00	LAT Ad - Sept
8/31/20	1054	Art's Golf Carts	\$ 360.00	LAT Ad - Sept
8/31/20	1054	Blackburn's Interiors	\$ 400.00	LAT Ad - Sept
8/31/20	1054	Family Elder Law	\$ 350.00	LAT Ad - Sept
8/31/20	1054	Florida Dermatology	\$ 350.00	LAT Ad - Sept
8/31/20	1054	Weaver Law	\$ 360.00	LAT Ad - Sept
8/31/20	1054	Morgan Stanley - Grubb	\$ 160.00	LAT Ad - Sept
8/31/20	1054	Performance Plus Carts	\$ 360.00	LAT Ad - Sept
8/31/20	1054	Robinson's Aluminum	\$ 175.25	LAT Ad - Sept
TOTAL			\$ 3,060.25	

CLERICAL

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/7/20	Cash	Contreras	\$ 10.00	ID replacement
8/7/20	Cash	Ferguson	\$ 10.00	ID replacement
8/7/20	Cash	Cash	\$ 10.00	Faxes & Copies
TOTAL			\$ 30.00	

ENTRANCE GATE OPENERS

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
8/14/20	1048	Ebdon	\$ 37.00	Gate Opener #40035
8/19/20	1051	McFadden	\$ 37.00	Gate Opener #40030
8/21/20	1053	Buchs	\$ 37.00	Gate Opener #40029
8/31/20	1054	Buchs	\$ 37.00	Gate Opener #40026
TOTAL			\$ 148.00	

TOTAL CASH RECEIPTS - AUGUST 2020	\$ 258.25
------------------------------------------	------------------

SUMMARY	
ENTERTAINMENT	\$ 45.00
ENTERTAINMENT-DEFERRED	\$ -
ROOM RENTALS	\$ (1,275.00)
ROOM RENTALS-DEFERRED	\$ (1,750.00)
NEWSLETTER	\$ 3,060.25
NEWSLETTER-DEFERRED	\$ -
CLERICAL	\$ 30.00
COFFEE	\$ -
DEPOSITS	\$ -
ENTRANCE GATE OPENER	\$ 148.00
RESTAURANT/SALES TAXES	\$ -
SECURITY	\$ -
MISCELLANEOUS	\$ -
TOTAL	\$ 258.25

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2020

												\$1,848,750.01	\$444,384.65	\$51,674.31	\$496,058.96
						O&M	Debt								
Date	Collection	O&M	O&M	Debt Svc	Debt Svc	Discounts/	Discounts/	Commissions	Property	Net Amount					
Received	Period	Receipts	Interest	Receipts	Interest	Penalties	Penalties	Paid	Appraiser	Received	General Fund	Debt Svc Fund	Debt Svc Fund	Debt Total	
											100.00%	89.583%	10.417%	100%	
11/14/19	10/01/19-10/31/19	\$ 1,875.00	\$ -	\$ 977.74	\$ -	\$ 75.00	\$ 39.11	\$ 54.77	\$ -	\$ 2,683.86	\$ 1,756.81	\$ 830.47	\$ 96.57	\$ 927.04	
11/18/19	06/01/19-10/15/19	\$ 27,879.15	\$ -	\$ 8,270.64	\$ -	\$ 1,417.82	\$ 415.52	\$ 686.33	\$ -	\$ 33,630.12	\$ 25,920.20	\$ 6,906.78	\$ 803.14	\$ 7,709.92	
11/22/19	11/01/19-11/06/19	\$ 41,250.00	\$ -	\$ 10,348.18	\$ -	\$ 1,650.00	\$ 413.93	\$ 990.70	\$ -	\$ 48,543.56	\$ 38,818.89	\$ 8,711.65	\$ 1,013.02	\$ 9,724.66	
11/29/19	11/07/19-11/15/19	\$ 423,750.00	\$ -	\$ 101,462.64	\$ -	\$ 16,950.00	\$ 4,058.39	\$ 10,084.10	\$ -	\$ 494,120.16	\$ 398,849.26	\$ 85,346.56	\$ 9,924.34	\$ 95,270.90	
12/06/19	11/16/19-11/24/19	\$ 500,625.00	\$ -	\$ 123,833.01	\$ -	\$ 20,025.00	\$ 4,953.15	\$ 11,989.60	\$ -	\$ 587,490.26	\$ 471,146.88	\$ 104,223.93	\$ 12,119.45	\$ 116,343.39	
12/13/19	11/25/19-11/30/19	\$ 648,750.00	\$ -	\$ 191,369.10	\$ -	\$ 25,950.00	\$ 7,654.48	\$ 16,130.29	\$ -	\$ 790,384.33	\$ 610,082.17	\$ 161,520.14	\$ 18,782.02	\$ 180,302.16	
01/14/20	12/01/19-12/31/19	\$ 111,463.77	\$ -	\$ 35,749.74	\$ -	\$ 3,432.33	\$ 1,090.96	\$ 2,853.80	\$ -	\$ 139,836.42	\$ 105,781.38	\$ 30,507.54	\$ 3,547.50	\$ 34,055.04	
01/31/20	INTEREST	\$ -	\$ 940.76	\$ -	\$ 252.55	\$ -	\$ -	\$ -	\$ -	\$ 1,193.31	\$ 940.76	\$ 226.24	\$ 26.31	\$ 252.55	
02/14/20	01/01/20-01/31/20	\$ 29,093.59	\$ -	\$ 8,662.22	\$ -	\$ 577.13	\$ 169.38	\$ 740.19	\$ -	\$ 36,269.11	\$ 27,932.86	\$ 7,467.86	\$ 868.38	\$ 8,336.25	
03/13/20	02/01/20-02/29/20	\$ 20,213.64	\$ -	\$ 3,435.01	\$ -	\$ 187.50	\$ 28.38	\$ 468.65	\$ -	\$ 22,964.12	\$ 19,656.64	\$ 2,962.95	\$ 344.54	\$ 3,307.49	
04/15/20	03/01/20-03/31/20	\$ 24,123.68	\$ -	\$ 6,323.09	\$ -	\$ -	\$ -	\$ 608.93	\$ -	\$ 29,837.84	\$ 23,643.58	\$ 5,549.01	\$ 645.26	\$ 6,194.27	
04/30/20	INTEREST	\$ -	\$ 61.97	\$ -	\$ 15.55	\$ -	\$ -	\$ -	\$ -	\$ 77.52	\$ 61.97	\$ 13.93	\$ 1.62	\$ 15.55	
05/15/20	04/01/20-04/30/20	\$ 6,601.18	\$ -	\$ 1,046.82	\$ -	\$ (56.25)	\$ (22.97)	\$ 154.55	\$ -	\$ 7,572.67	\$ 6,535.57	\$ 929.06	\$ 108.03	\$ 1,037.09	
06/15/20	05/01/20-05/31/20	\$ 3,750.00	\$ -	\$ 765.82	\$ -	\$ (112.50)	\$ (22.97)	\$ 93.03	\$ -	\$ 4,558.26	\$ 3,789.15	\$ 688.99	\$ 80.12	\$ 769.11	
07/08/20	06/15/20-06/15/20	\$ 7,500.00	\$ -	\$ 3,049.12	\$ -	\$ (337.49)	\$ (137.21)	\$ 220.48	\$ -	\$ 10,803.34	\$ 7,663.66	\$ 2,812.63	\$ 327.06	\$ 3,139.69	
07/15/20	06/01/20-06/30/20	\$ 1,875.00	\$ -	\$ 765.82	\$ -	\$ (112.49)	\$ (45.95)	\$ 55.99	\$ -	\$ 2,743.27	\$ 1,943.35	\$ 716.60	\$ 83.33	\$ 799.93	
07/31/20	INTEREST	\$ -	\$ 12.27	\$ -	\$ 3.38	\$ -	\$ -	\$ -	\$ -	\$ 15.65	\$ 12.27	\$ 3.03	\$ 0.35	\$ 3.38	
8/7/20	PRO APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,153.38	\$ (23,153.38)	\$ (18,318.75)	\$ (4,331.01)	\$ (503.62)	\$ (4,834.63)	
		\$ 1,848,750.01	\$ 1,015.00	\$ 496,058.95	\$ 271.48	\$ 69,646.05	\$ 18,594.20	\$ 45,131.38	\$ 23,153.38	\$ 2,189,570.43	\$ 1,726,216.65	\$ 415,086.35	\$ 48,267.42	\$ 463,353.77	
BALANCE REMAINING		\$0.00		\$0.01											

Gross Percent Collected	100.00%
Balance Due	\$0.01

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2020

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$53,040	---	\$18,161	\$71,201
Due from Other Funds	\$6,305	---	\$8,000	\$14,305
Investment - State Board	\$273,838	---	---	\$273,838
Investment - State Board Capital Reserve	---	---	\$681,002	\$681,002
Investments:				
<i>Series 2015</i>				
Reserve A	---	\$226,813	---	\$226,813
Interest A	---	\$1,744	---	\$1,744
Revenue A	---	\$120,945	---	\$120,945
Prepayment A-1	---	\$75,380	---	\$75,380
Prepayment A-2	---	\$6,508	---	\$6,508
Prepaid Expenses	\$616	---	---	\$616
TOTAL ASSETS	\$333,799	\$431,389	\$707,163	\$1,472,351
LIABILITIES:				
Accounts Payable	\$89,019	---	\$35,851	\$124,870
Due to Other Funds	---	\$9,669	\$4,636	\$14,305
Deposits-Restaurant	\$3,000	---	---	\$3,000
Deposits-Room Rentals	\$4,975	---	---	\$4,975
Deferred Revenue	\$16,750	---	---	\$16,750
TOTAL LIABILITIES	\$113,744	\$9,669	\$40,487	\$163,901
FUND BALANCES:				
Restricted:				
Debt Service	---	\$421,720	---	\$421,720
Assigned:				
Capital Reserve	---	---	\$666,676	\$666,676
Assigned	\$164,826	---	---	\$164,826
Unassigned	\$54,614	---	---	\$54,614
TOTAL FUND BALANCES	\$220,055	\$421,720	\$666,676	\$1,308,450
TOTAL LIABILITIES & FUND BALANCES	\$333,799	\$431,389	\$707,163	\$1,472,351

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

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

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$1,719,338	\$1,719,338	\$1,726,217	\$6,879
Rental Income	\$50,000	\$45,833	\$40,650	(\$5,183)
Special Events Revenue	\$130,000	\$130,000	\$184,573	\$54,573
Newsletter Ad Revenue	\$70,000	\$64,167	\$82,662	\$18,495
Interest Income	\$1,000	\$917	\$5,859	\$4,943
Contributions	\$0	\$0	\$409	\$409
Miscellaneous Income	\$5,000	\$4,583	\$11,070	\$6,486
Restaurant Lease	\$12,000	\$11,000	\$5,580	(\$5,420)
Insurance Proceeds	\$0	\$0	\$13,990	\$13,990
TOTAL REVENUES	\$1,987,338	\$1,975,838	\$2,071,010	\$95,172
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$3,000	\$2,750	\$4,050	(\$1,300)
FICA Expense	\$230	\$210	\$310	(\$100)
Engineering	\$20,000	\$18,333	\$101,258	(\$82,924)
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$917	\$1,517	(\$600)
Attorney	\$25,000	\$22,917	\$51,247	(\$28,331)
Attorney-Golf Course	\$25,000	\$25,000	\$30,632	(\$5,632)
Annual Audit	\$4,223	\$4,223	\$4,300	(\$77)
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$60,236	\$55,217	\$55,216	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Postage	\$3,200	\$2,933	\$2,385	\$549
Printing & Binding	\$2,000	\$1,833	\$686	\$1,147
Newsletter Printing	\$35,000	\$32,083	\$36,979	(\$4,895)
Rentals & Leases	\$6,500	\$5,958	\$3,739	\$2,219
Insurance	\$40,411	\$40,411	\$38,956	\$1,455
Legal Advertising	\$1,200	\$1,100	\$1,741	(\$641)
Other Current Charges	\$1,250	\$1,146	\$1,010	\$136
Contingency-Golf Course	\$15,000	\$13,750	\$136,150	(\$122,400)
Property Taxes	\$13,500	\$13,500	\$13,325	\$175
Office Supplies	\$125	\$115	\$27	\$88
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$262,960	\$248,398	\$489,529	(\$241,131)

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND

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

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>Field:</u>				
Field Management Services	\$341,960	\$313,464	\$295,620	\$17,843
Gate Attendants	\$195,565	\$179,268	\$197,269	(\$18,001)
Pool Attendants	\$0	\$0	\$6,646	(\$6,646)
Pest Control	\$1,800	\$1,650	\$2,497	(\$847)
Pest Control-Special (One Time)	\$0	\$0	\$9,150	(\$9,150)
Security/Fire Alarm/Gate Repairs	\$7,500	\$6,875	\$10,282	(\$3,407)
Telephone/Internet	\$13,600	\$12,467	\$11,659	\$808
Electric	\$216,000	\$198,000	\$173,807	\$24,193
Water	\$15,000	\$13,750	\$18,394	(\$4,644)
Gas	\$22,000	\$20,167	\$13,831	\$6,336
Refuse	\$10,500	\$9,625	\$10,085	(\$460)
Clubhouse Maintenance	\$110,000	\$100,833	\$85,085	\$15,749
Stormwater Preventive Maintenance	\$15,000	\$13,750	\$0	\$13,750
Golf Cart Preventative Maintenance	\$1,140	\$1,045	\$1,330	(\$285)
Pool and Fountain Maintenance	\$20,000	\$18,333	\$22,160	(\$3,826)
Landscape Maintenance	\$164,007	\$150,340	\$157,374	(\$7,034)
Plant Replacement	\$7,000	\$6,417	\$441	\$5,976
Irrigation Repairs	\$3,500	\$3,208	\$1,634	\$1,575
Lake Maintenance	\$18,540	\$16,995	\$33,755	(\$16,760)
Wetland Mitigation and Maintenance	\$34,800	\$31,900	\$10,100	\$21,800
Permits/Inspections	\$1,500	\$1,375	\$600	\$775
Office Supplies/Printing/Binding	\$7,000	\$6,417	\$2,709	\$3,707
Operating Supplies	\$23,000	\$21,083	\$19,969	\$1,114
Credit Card Processing Fees	\$4,000	\$3,667	\$3,478	\$189
Dues & Subscriptions	\$8,500	\$7,792	\$9,129	(\$1,337)
Decorations	\$2,000	\$1,833	\$1,060	\$774
Special Events	\$130,000	\$130,000	\$144,207	(\$14,207)
Water Damage Repairs	\$0	\$0	\$47,815	(\$47,815)
Traffic Accident Damage	\$0	\$0	\$0	\$0
TOTAL FIELD	\$1,373,912	\$1,270,253	\$1,290,085	(\$19,832)
TOTAL EXPENDITURES	\$1,636,872	\$1,518,651	\$1,779,614	(\$260,963)
Excess (deficiency) of revenues over (under) expenditures	\$350,466	\$457,187	\$291,396	(\$165,791)
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$515,291)	(\$515,291)	(\$515,291)	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	(\$515,291)	(\$515,291)	(\$515,291)	\$0
Net change in fund balance	(\$164,825)	(\$58,104)	(\$223,895)	(\$165,791)
FUND BALANCE - Beginning	\$164,826		\$443,950	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$220,055</u>	

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

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS RESERVE FUND

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

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$100	\$92	\$3,792	\$3,701
Capital Reserve-Transfer In FY 20	\$515,291	\$515,291	\$515,291	\$0
Contributions	\$0	\$0	\$8,000	\$8,000
TOTAL REVENUES	<u>\$515,391</u>	<u>\$515,383</u>	<u>\$527,083</u>	<u>\$11,701</u>
<u>EXPENDITURES:</u>				
Capital Projects:				
Capital Reserves-FY20	\$4,700	\$4,308	\$868	\$3,441
Restaurant Equipment Allowance	\$15,000	\$13,750	\$12,057	\$1,693
Stormwater Management	\$0	\$0	\$65,656	(\$65,656)
Pet Park	\$0	\$0	\$9,909	(\$9,909)
Guardhouse Exterior Painting	\$0	\$0	\$2,085	(\$2,085)
Flooring Replacement	\$0	\$0	\$50,477	(\$50,477)
Partitions	\$0	\$0	\$1,017	(\$1,017)
Furniture	\$0	\$0	\$3,000	(\$3,000)
HVAC	\$0	\$0	\$659	(\$659)
Other Current Charges	\$500	\$458	\$521	(\$63)
TOTAL EXPENDITURES	<u>\$20,200</u>	<u>\$18,517</u>	<u>\$146,250</u>	<u>(\$127,733)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$495,191</u>	<u>\$496,866</u>	<u>\$380,833</u>	<u>(\$116,033)</u>
Net change in fund balance	<u>\$495,191</u>	<u>\$496,866</u>	<u>\$380,833</u>	<u>(\$116,033)</u>
FUND BALANCE - Beginning	\$173,239		\$285,842	
FUND BALANCE - Ending	<u>\$668,430</u>		<u>\$666,676</u>	

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2015

DEBT SERVICE FUND

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

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$244	\$244
Assessments - Levy	\$470,241	\$470,241	\$463,354	(\$6,887)
Assessments - Prepayments A-1	\$0	\$0	\$135,628	\$135,628
Assessments - Direct	\$0	\$0	\$1,741	\$1,741
TOTAL REVENUES	\$470,241	\$470,241	\$600,967	\$130,726
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$98,125	\$98,125	\$98,125	\$0
Interest - 5/01	\$98,125	\$98,125	\$96,375	\$1,750
Principal - 5/01	\$220,000	\$220,000	\$215,000	\$5,000
Special Call - 11/01	\$10,000	\$10,000	\$70,000	(\$60,000)
Special Call - 05/01	\$0	\$0	\$85,000	(\$85,000)
<u>Series 2015A-2</u>				
Interest - 11/01	\$13,750	\$13,750	\$13,750	\$0
Interest - 5/01	\$13,750	\$13,750	\$13,250	\$500
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 11/01	\$0	\$0	\$20,000	(\$20,000)
TOTAL EXPENDITURES	\$473,750	\$473,750	\$631,500	(\$157,750)
Excess (deficiency) of revenues over (under) expenditures	(\$3,509)	(\$3,509)	(\$30,533)	(\$27,024)
Net change in fund balance	(\$3,509)	(\$3,509)	(\$30,533)	(\$27,024)
FUND BALANCE - Beginning	\$137,638		\$452,253	
FUND BALANCE - Ending	<u>\$134,129</u>		<u>\$421,720</u>	

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

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

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

Total Current Bonds Outstanding	\$4,065,000.00
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

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

	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	TOTAL
<i>Revenues</i>													
Maintenance Assessments	\$0	\$1,546,574	\$106,722	\$0	\$27,933	\$43,362	\$6,536	\$3,789	\$9,619	(\$18,319)	\$0	\$0	\$1,726,217
Rental Income	\$8,600	\$5,850	\$10,125	\$7,250	\$6,850	\$2,000	\$2,000	\$1,750	(\$1,750)	\$0	(\$2,025)	\$0	\$40,650
Special Events Revenue	\$120,713	\$14,095	\$6,969	\$7,609	\$5,053	\$1,812	\$17,666	\$9,046	\$1,316	\$250	\$45	\$0	\$184,573
Newsletter Ad Revenue	\$18,288	\$6,497	\$5,406	\$8,155	\$12,280	\$5,020	\$5,532	\$3,300	\$6,990	\$8,133	\$3,060	\$0	\$82,662
Interest Income	\$448	\$353	\$286	\$284	\$953	\$1,568	\$967	\$491	\$248	\$152	\$110	\$0	\$5,859
Contributions	\$0	\$0	\$0	\$8,000	\$0	\$0	\$0	\$0	\$409	\$0	\$0	\$0	\$8,409
Miscellaneous Income	\$1,371	\$1,490	\$1,427	\$2,673	\$1,349	\$818	\$1,092	\$94	\$298	\$280	\$178	\$0	\$11,070
Restaurant Lease	\$930	\$930	\$930	\$930	\$930	\$930	\$0	\$0	\$0	\$0	\$0	\$0	\$5,580
Insurance Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,990	\$0	\$13,990
<i>Total Revenues</i>	\$150,351	\$1,575,789	\$131,865	\$34,900	\$55,348	\$55,510	\$33,792	\$18,470	\$17,131	(\$9,504)	\$15,358	\$0	\$2,079,010
<u>ADMINISTRATIVE:</u>													
Supervisor Fees	\$650	\$900	\$200	\$400	\$200	\$200	\$400	\$200	\$400	\$200	\$300	\$0	\$4,050
FICA Expense	\$50	\$69	\$15	\$31	\$15	\$15	\$31	\$15	\$31	\$15	\$23	\$0	\$310
Engineering	\$11,853	\$9,265	\$960	\$4,776	\$13,207	\$16,492	\$12,864	\$3,513	\$9,489	\$8,243	\$10,596	\$0	\$101,258
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
Dissemination	\$83	\$83	\$83	\$83	\$433	\$83	\$83	\$333	\$83	\$83	\$83	\$0	\$1,517
Attorney	\$3,770	\$2,597	\$3,609	\$4,275	\$7,233	\$11,219	\$5,833	\$3,970	\$5,606	\$3,134	\$0	\$0	\$51,247
Attorney-Golf Course	\$3,306	\$13,776	\$8,086	\$1,087	\$506	\$632	\$2,453	\$788	\$0	\$0	\$0	\$0	\$30,632
Annual Audit	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$0	\$0	\$4,300
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$4,310
Management Fees	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$0	\$55,216
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$134	\$327	\$143	\$528	\$286	\$257	\$138	\$131	\$130	\$178	\$134	\$0	\$2,385
Printing & Binding	\$55	\$140	\$99	\$48	\$30	\$85	\$152	\$24	\$46	\$8	\$0	\$0	\$686
Newsletter Printing	\$4,204	\$3,707	\$3,892	\$3,748	\$3,748	\$3,788	\$2,575	\$2,667	\$2,778	\$2,910	\$2,962	\$0	\$36,979
Rentals & Leases	\$163	\$163	\$1,075	\$163	\$0	\$964	\$163	\$163	\$401	\$163	\$325	\$0	\$3,739
Insurance	\$37,794	\$0	\$0	\$0	\$0	\$1,162	\$0	\$0	\$0	\$0	\$0	\$0	\$38,956
Legal Advertising	\$0	\$132	\$0	\$73	\$224	\$316	\$127	\$0	\$0	\$224	\$647	\$0	\$1,741
Other Current Charges	\$142	\$106	\$99	(\$7)	\$0	\$66	\$109	\$147	\$182	\$124	\$42	\$0	\$1,010
Contingency-Golf Course	\$0	\$2,250	\$115,000	\$18,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,150
Property Taxes	\$0	\$13,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,325
Office Supplies	\$3	\$12	\$0	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$5	\$0	\$27
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Total Administrative</i>	\$67,984	\$51,954	\$138,364	\$39,208	\$30,986	\$40,388	\$34,340	\$20,853	\$24,248	\$20,985	\$20,220	\$0	\$489,529

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

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

	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEP 2020	TOTAL
<u>Field:</u>													
Field Management Services	\$24,450	\$33,484	\$26,059	\$25,470	\$25,915	\$26,224	\$25,194	\$39,667	\$25,908	\$22,241	\$21,009	\$0	\$295,620
Gate Attendants	\$18,043	\$17,220	\$18,027	\$17,976	\$16,794	\$18,618	\$17,722	\$18,501	\$17,640	\$18,501	\$18,228	\$0	\$197,269
Pool Attendants	\$0	\$0	\$459	\$1,033	\$425	\$980	\$977	\$0	\$1,393	\$1,379	\$0	\$0	\$6,646
Pest Control	\$593	\$0	\$0	\$300	\$390	\$0	\$195	\$60	\$195	\$765	\$0	\$0	\$2,497
Pest Control-Special (One Time)	\$0	\$9,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,150
Security/Fire Alarm/Gate Repairs	\$928	\$2,100	\$988	\$130	\$195	\$2,204	\$0	\$195	\$557	\$2,039	\$945	\$0	\$10,282
Telephone/Internet	\$1,137	\$1,046	\$1,063	\$1,049	\$1,052	\$1,052	\$1,052	\$1,051	\$1,066	\$1,030	\$1,059	\$0	\$11,659
Electric	\$18,124	\$16,727	\$16,226	\$15,494	\$16,304	\$16,179	\$15,689	\$14,790	\$14,625	\$15,110	\$14,540	\$0	\$173,807
Water	\$1,775	\$1,840	\$1,930	\$0	\$4,693	\$2,357	\$1,254	\$1,315	\$1,864	\$1,368	\$0	\$0	\$18,394
Gas	\$934	\$1,999	\$2,854	\$2,324	\$2,058	\$1,359	\$0	\$757	\$284	\$0	\$1,261	\$0	\$13,831
Refuse	\$1,063	\$1,015	\$1,018	\$1,018	\$1,015	\$399	\$1,606	\$399	\$1,527	\$26	\$1,000	\$0	\$10,085
Clubhouse Maintenance	\$9,041	\$10,792	\$6,562	\$8,034	\$12,397	\$9,597	\$6,074	\$6,953	\$6,581	\$6,519	\$2,535	\$0	\$85,085
Stormwater Preventive Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Golf Cart Preventative Maintenance	\$0	\$0	\$0	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$0	\$0	\$1,330
Pool and Fountain Maintenance	\$2,045	\$1,496	\$1,514	\$2,245	\$5,595	\$1,465	\$1,465	\$1,815	\$1,465	\$1,590	\$1,465	\$0	\$22,160
Landscape Maintenance	\$13,667	\$13,109	\$13,109	\$13,464	\$13,109	\$13,109	\$15,442	\$15,442	\$15,442	\$16,042	\$15,442	\$0	\$157,374
Plant Replacement	\$0	\$0	\$0	\$220	\$86	\$0	\$135	\$0	\$0	\$0	\$0	\$0	\$441
Irrigation Repairs	\$0	\$209	\$1,164	\$0	\$0	\$0	\$0	\$260	\$0	\$0	\$0	\$0	\$1,634
Lake Maintenance	\$1,545	\$1,545	\$1,545	\$5,750	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$0	\$0	\$33,755
Wetland Mitigation and Maintenance	\$0	\$0	\$10,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,100
Permits/Inspections	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$600
Office Supplies/Printing/Binding	\$955	\$295	\$478	\$240	\$314	\$185	\$0	\$0	\$136	\$95	\$13	\$0	\$2,709
Operating Supplies	\$1,352	\$1,881	\$1,152	\$2,157	\$1,181	\$2,374	\$4,188	\$863	\$1,493	\$1,699	\$1,630	\$0	\$19,969
Credit Card Processing Fees	\$327	\$1,617	\$215	\$235	\$337	\$181	\$135	(\$42)	\$156	\$130	\$186	\$0	\$3,478
Dues & Subscriptions	\$511	\$570	\$304	\$1,509	\$244	\$0	\$3,753	\$357	\$887	\$994	\$0	\$0	\$9,129
Decorations	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$432	\$286	\$141	\$0	\$0	\$1,060
Special Events	\$18,545	\$5,177	\$9,678	\$27,991	\$19,654	\$34,704	\$18,272	\$14,963	\$312	(\$5,688)	\$600	\$0	\$144,207
Water Damage Repairs	\$16,490	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,325	\$0	\$0	\$0	\$47,815
TOTAL FIELD	\$131,524	\$121,272	\$114,642	\$126,828	\$125,844	\$135,070	\$117,837	\$121,863	\$127,228	\$88,065	\$79,912	\$0	\$1,290,085
OTHER FINANCING SOURCES/(USES)													
Capital Reserve-Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$515,291)	\$0	\$0	\$0	\$0	(\$515,291)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$515,291)	\$0	\$0	\$0	\$0	(\$515,291)
Subtotal Operating Expenses	\$199,507	\$173,226	\$253,006	\$166,035	\$156,830	\$175,458	\$152,177	\$658,007	\$151,476	\$109,050	\$100,133	\$0	\$2,294,905
Excess Revenues (Expenditures)	(\$49,156)	\$1,402,563	(\$121,141)	(\$131,136)	(\$101,482)	(\$119,948)	(\$118,385)	(\$639,537)	(\$134,345)	(\$118,554)	(\$84,775)	\$0	(\$215,895)