

Lake Ashton
Community Development District

Meeting Agenda

November 15, 2021

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 - Fax: 407-839-1526

November 8, 2021

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, November 15, 2021, at 9:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

Members of the public may attend the meeting in person or participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling (407) 841-5524, up until 2:00 PM on **Friday, November 12, 2021.**

Zoom Video Link: <https://us06web.zoom.us/j/96959231158>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Consideration of Minutes from the October 18, 2021 Board of Supervisors Meeting
5. Restaurant
 - A. Ashton Tap & Grill Update
 - B. Presentation of Restaurant Financials for October

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

- C. Restaurant Financial Dashboard and Analysis (*requested by Supervisor Realmuto; all back-up pertaining to this item provided by Supervisor Realmuto*)
- 6. Focus 2025 Review
- 7. New Business/Supervisors Requests
 - A. Consideration of Quotes for the Purchase of a New Golf Cart for Security 1
quote provided; 2 more quotes to be provided under separate cover
 - B. Discussion Regarding Alternate Side Street Parking (*requested by Supervisor Costello*)
 - C. Review of Management Contracts with GMS
 - I. District Management Services
 - II. On-Site Management Services Contract
 - D. Consideration of Resolution 2022-02 Amending the District's Fiscal Year 2021 Budget
- 8. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - I. Consideration of Quotes for Restaurant Awning Options (*2 quotes provided; 1 more quote to be provided under separate cover*)
 - II. Consideration of Quote for One-Time Maintenance of Area Near Hole #5
 - D. Operations Manager
 - E. District Manager's Report
- 9. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
- 10. Public Comments
- 11. Supervisor Requests/Supervisor Open Discussion
- 12. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **October 18, 2021** at 9:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

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

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Matt Fisher	Operations Manager
Garrett Posten	District Engineer
Annie Toth	Metz
Dennis Daley <i>via Zoom</i>	Metz
Ann Abraham	Restaurant Design Group
Joan Kozak	Restaurant Design Group

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

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

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Plummer: The meeting agenda, are there any additions? Hearing none,

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, the Meeting Agenda, was approved.
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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: We received these emailed public comments. The first is from Calvin Eakins. He says, "I am the President of the Lake Ashton Pickleball Association (LAPA). I have heard that there has been some discussion about use of the tennis court at the clubhouse that are not being used. My request is that the CDD consider converting one tennis court into four Pickleball courts. This can be done with repainting and installing four permanent nets. Pickleball is one of the fastest growing sports in America, especially among seniors. Lake Ashton pickleball growth has grown exponentially. We now have 187 due paying members. We often have bottlenecks and long wait times in the morning when everyone wants to play. We can use additional courts. We appreciate the CDD consideration of this matter."

Ms. Burns: The next comment emailed to me was from Debby and Don Landgrebe. It reads, "We want to add our input regarding the restaurant and updating design or whatever it's being called. We recognize that the restaurant is working in the red, with a lot of factors involved. Overall, we are happy with the restaurant, is it perfect? No, but neither are we nor any other establishment. We don't believe the Tap & Grill should be a sports bar, the Eagle's Nest serves that purpose. Should the Grill want to provide that type of service perhaps they can have a late night, or special date or night set aside (for instance, Monday night football) but not all of the time. Honestly it is nice to have a restaurant where we can fellowship, relax and hear each other. Updating design, while this may be a nice intent it is very premature. The restaurant is not even close to breaking even for the CDD to consider wasting money for some of the proposed recommendations is irresponsible at best. You wouldn't do it in your home, don't do it in the restaurant. Folks aren't going to attend on a regular basis because of the design. Folks will attend because of consistent good food and service. Don't be deceived. And why would we ever have 'window dressings' that aren't functionable? Let's figure out how to get the restaurant closer to breaking even without always blaming the restaurant, some of our residents are also the challenge. We'd be happy to discuss this further or help if possible. We can be reached at our home number. Thank you." Those are all the comments I had via email. We'll go ahead and open up to those here in person. The first one is Rosemarie Roy.

Rosemary Roy (4332 Dunmore Drive Winter Haven): My name is Rosemary Roy; I live at 4332 Dunmore Drive Winter Haven. My comment would be on the restaurant. At first, looking at the design, I was iffy, and then I thought I liked it, and the more I looked at it, I do not like the colors. I've talked to many people, I've been online seeing the comments. Personally, I have not heard one comment on the colors that you have put together for the restaurant. I would rather see something that's more mutual, picking up the colors that are in the foyer, and again, I agree that we should wait until they break-even or are not so much in debt before we get the writing. But again, I personally don't like the colors and I think you should look at other options.

Mr. Plummer: Thank you.

Ms. Burns: That is all the public comments I have. We did have one more, but it was not on the agenda, so it will be read at the end.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the September 20, 2021 Board of Supervisors Meeting

Mr. Plummer: Are there any additions or corrections to the minutes as they were sent electronically? Hearing none.

On MOTION by Mr. Krumrie, seconded by Mr. Realmuto, with all in favor, the Minutes of the September 20, 2021 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Restaurant

A. Ashton Tap & Grill Update

Mr. Plummer: Next item on the agenda is the restaurant the Tap & Grill update.

Ms. Toth: Good morning, everybody. The month of September was a five-week period, revenue inclined to \$1,635 per day, and that was an increase from August of \$195 or \$1,170 per week. The strongest week was week 4 and the weakest was week 1. Sunday Funday revenue was not as good as August. However, Labor Day weekend, which we featured Carlos and Company, we did over \$3,000. It was a good Sunday. Average ticket went from \$15.87 in August to \$16.68. Catering was up \$3,440 for the month. We talked about that the registered system is pulling from CTUIT. Food costs are

down by 31.6%. I want you all to know how hard we work in the kitchen to portion control and make sure that we do everything right as far as ordering and lowering costs, one-by-one. Talking to the vendors and in regards to prices and how we can actually keep the best prices when we order food. We're still talking about the anticipated changes in percentage. By the end of year, meat will go up 4.5-6.5%, and produce will go up to 2-6.5%. That's total price increase by the end of the year. The labor is down 46.5% from 53.1%. In dollars, August labor was \$35,088 and September's labor was \$29,478. Overtime also did go down to \$214 a month. Unfortunately, we will still continue seeing the impact of labor with the minimum wage going up from \$5.65-7 as far as the servers are concerned, and also \$8.56-\$10 with the bartenders. As direct expenses, one of the unusual costs were the credit card charges and that was \$1,692.44 for the month. We know we talked about every month that the Metz balances go over charges quarterly, and charges don't hit in line with accounting periods. In the notes, the overall charge of the \$8,192.80 represents \$1,638.50 per week. The Winter menu roll out actually is today after the meeting, we have a staff meeting in the kitchen and we're cooking the new menu items, were tasting them and we're having a little bit of staff training today and the community will be enjoying the food as of tomorrow. With that, we're introducing our new happy hour and that's seven days a week in between 4:00-6:00 p.m. All of the house liquor, house wine, and draft beer will be buy one and get one 50% off. It's a great deal and we had a little buzz about it, we've talked about it, I know that we'll have residents come in and then join the happy hour. The last thing is Dennis Daley's VP of Operations, who's my boss and he is the contact for now with our company reorganizing the Florida district. Any questions?

Mr. Realmuto: Let me be the first to congratulate you on what appears to be an awesome quarter with regard to the net, for those of you who might not have looked at the history, the net bill we're receiving to subsidize the month of September is the lowest ever it even beat the previous low, which was in April and in some measures, it's even better than in April. Congratulations on that. I did want to correct what appeared to be a few errors in the report you just delivered and in the written report and Supervisors might want to take note of some of these because they call into question several of the major financial numbers. First of all, revenue. Well, you said it was a 35-day month, the report

says it's a 28-day month. It was actually a 35-day month. This affects the calculation of some of the figures where you calculate the revenue increase. I don't believe that number is correct. If I simply divide the number you provide on retail sales of 48,500 approximately by 35 days, it shows that the net sales per day, I calculated this on 35 days, I forgot we were closed Monday, but I believe it would change on at least a seven-day basis, it would be \$1,387. I'm not convinced that number is correct unless the five missing days accounts for that.

Ms. Toth: I believe it does, I think we still have 28, I did five weeks times six days.

Mr. Realmuto: We can double-check that.

Ms. Toth: Okay.

Mr. Realmuto: The point is we do need to remember it was a 35-day month. You can really only compare it to the other five-week.

Ms. Toth: You got it.

Mr. Realmuto: Food cost was right on according to the Op Statement, good job on that and the other thing that really struck out to me though, was the reduced labor cost. That's great on its surface but two things I'm concerned about there. One is the labor cost you quote of being down to 46.5% compared to 53.1%, that omits the taxes and fringe benefits, which I believe and I thought in prior months they had taken the total labor costs. Certainly what's of consideration to us is the total labor cost. If we look at total labor cost as your Op Statement shows, it's actually 59.9%, which again still is an improvement but I just want to be sure that we're looking at the right numbers, that's the amount we pay and that includes obviously things like social security taxes, the five percent overhead that you charge it on all labor, etc. There is a note about how much of the charges per week. I guess I need to recalculate that. That may or may not be correct. That brings me to the very bottom thing. You've been mentioning for several months now Dennis Daley, your VP of Operations contact. I know a couple of months ago Harry asked you to look into, perhaps using it as the contact, someone with more retail experience. Yet it seems to drag on month after month. You're in the process of reorganizing. Metz isn't a huge company compared to some out there. I've seen large fortune 500 companies move quicker than this. How long is it going to take for that reorganization to be complete and for us to get an answer on that?

Ms. Toth: For right now with COVID and everything else that's going on nationwide, the companies are reorganizing. Dennis is my boss. Harry and I talked about this and for now he's the one contact that you all are able to communicate with if necessarily. I certainly will go back and ask again. But for right now Dennis Daley is the contact person.

Mr. Realmuto: I understand he's with us in this meeting online, listening at least. I guess I would just like to ask that you bump up the priority of that. If you're not going to do it, tell us or give us a timeframe for when that decision will be finalized because this is another thing that I think has been dragging on too long. Finally, I have one concern. We've seen charges appear on our invoice from several months ago or even as long as six months ago sometimes. Although the labor looks good, I'm concerned that it's going to come back to bite us. Quite frankly, I've been in touch with several current or former employees who claim that they're owed substantial back wages. In fact, one had to tell me she even went to the labor board. I'd like to ask you about that and whether or not that's true. What are our potential liabilities? There are just not just for one employee, but all of those that feel they were potentially shortchanged.

Ms. Toth: We have an employee who left us and Metz, we made a mistake on payroll and it was corrected and she will get paid.

Mr. Realmuto: Has she been paid already?

Ms. Toth: She is going to get the check. While I reached out to her, it wasn't successful, so she will get paid on her next paycheck. Yes.

Mr. Realmuto: Will that include everything she's claiming?

Ms. Toth: Well, I'm not certain what she's claiming.

Mr. Realmuto: Are any other employees involved? Because there certainly seemed to be some feelings among other. I know who you're talking about but there are other employees.

Ms. Toth: Steve, I'm not sure how you got involved, sir. With respect, I need you to stop and Harry, I need your help. I will not take this. I will not.

Mr. Realmuto: I'm sorry, Annie. But that's a job of the Supervisor. Residents are free and anyone is free to speak to me. I'd like to know Harry, if you were aware of this and planning to bring it to the Board's attention?

Mr. Krumrie: I am aware of it and I think Dennis Daley also is going to address the issue as well.

Ms. Toth: Thank you.

Mr. Costello: Annie, before you leave, can I ask you one question?

Ms. Toth: Of course.

Mr. Costello: The charges for credit cards?

Ms. Toth: Yes.

Mr. Costello: We're looking at like almost \$1,700. I hate to use comparisons, but I know with the golf course, we go over there, we have a system where at the end of a month, we get bills for whatever. We can sign upstairs. If we were to do this in-house, is that going to eliminate some of this because most of these people, when they go to pay you, they're going to hand you a check. They're not going to be using credit card. Would it help for us to develop something of that nature in order to eliminate that? It may sound a little petty at \$1,700 when we're looking at the company, but we're not going to eliminate it totally. But would it help to bring those costs down?

Ms. Toth: I know we talked about this month's back when we first started to open up a house account, we use numbers, and make it easier for the residents not to carry and just have a monthly charge. I'm not certain how we ended up after talking. Then with our corporation to bill you and then the way we receive the money versus what we bill you, I'm not sure if there's a conflict that we would create but we can talk about it.

Mr. Costello: Anything that we can bring down in cost, we can put back into the restaurant and new renovations. I'm not trying to be a wise guy there, all I'm trying to say is that the less we lose the more we can spend, which is only natural.

Ms. Toth: I agree.

Mr. Costello: The only other question I have is we have something on the agenda today for bingo to resume. Bingo is on Monday nights. Mondays are usually closed. Are you going to move to another day that you're going to close? I think Tuesday on the list was the lowest income as bingo opens, are there plans that you're going to move and open on Monday and take advantage of the people who are in this room and then close maybe on Tuesday?

Mr. Krumrie: Let me address that a bit. First of all, the restaurant has been closed on Monday for several years. I think John can certainly address that too, but I don't think there would be enough business for Monday bingo people to warrant opening the restaurant on Monday.

Mr. Costello: But Monday wasn't the slowest day. The slowest day was Tuesday, I believe, on the numbers that we saw. All we're doing is, we're trying to enhance the better day by having more people in here.

Mr. Realmuto: Annie, you said you tried to make a payment on the back owed wages, what's the amount on that that's going to be made?

Ms. Toth: I will contact the employee and then, with respect to you sir, I'll be in touch with my employee. Thank you.

Mr. Realmuto: I'm not asking you. This has nothing to do with the employee. That amount affects the budget numbers for the month of September which you've represented. That amount is going to be charged to us next month.

Ms. Toth: \$137.

Mr. Realmuto: We're talking only about a \$137 charge. Thank you. I have two other questions on the Op Statement. One is, there's been a lot of employee turnover and I understand that uniforms are provided at no cost to the employees, so I assume this isn't something we're being billed for, is that correct? For uniforms?

Mr. Daley: You're getting billed for those.

Ms. Toth: Okay. Hold on just a second.

Mr. Krumrie: The question, Annie, is do the employee's pay for the uniform or do we pay for the uniforms?

Ms. Toth: Employees pay for their uniforms, for now.

Mr. Realmuto: The employees pay for the uniforms?

Ms. Toth: Yes. We originally had you pay for it and then we changed the uniform for the summertime. Right now employees are paying for their own uniform, yes.

Mr. Realmuto: Is that at your discretion? Because I know in the past, we've been charged for uniforms and there is an amount in the budget.

Ms. Toth: It's at our discretion for now.

Mr. Realmuto: Okay. Then finally in this month's Op Statement, there's a miscellaneous expense of \$1,500 that hit us in Week 5. What was that for?

Ms. Toth: Every month you're going to see that. That's for all the entertainment on Sundays and karaoke as well. It usually costs \$1,400-\$1,600. We have a line that's called entertainments, so we can move it there if you'd like.

Mr. Realmuto: Well, yeah, I believe it should be attributed to the line item that covers it. It just seemed like an awfully round number to be charged. If it's all for entertainment, it should be covered under entertainment just so we can understand where they expenses start. Thank you.

Ms. Toth: We'll change that. That's not a problem.

Mr. Plummer: Anything else? Christine is Dennis Daley on?

Mr. Daley: I'm on.

Mr. Plummer: Dennis, are you unmuted?

Mr. Daley: I'm on. Am I on? Hello?

Mr. Plummer: Thank you. Would you like to address the board, Dennis?

Mr. Daley: Can you hear me?

Mr. Plummer: Yes.

Mr. Daley: Okay. Very good. Well, thank you for letting me join. Let me start off by saying that we have been in a process of reorganizing and that process shall be concluded very soon. I'll have a person hired for that position. In regards to continued communication with Annie, I have been having at least three or four times a week conversations, so I know clearly what's been going on. I also attended last month's Board meeting, and listened to that for multiple discussion points that you had, so I was aware of what was going on. I was alerted over last Friday that Steve Realmuto had been in contact with a few of our employees, and quite honestly, that does cause a hostile environment regarding existing employees or previous employees. I'm not exactly sure why anyone from the Board would want to contact any of our employees. When things like that occur, I get quite concerned and unsure why you would contact any of our staff. It basically is a restriction against their contracts. In our contract, it basically states that the client shall not be any employer or joint employer of Metz personnel for any reason. I'm not sure why anyone from the Board would have any desire to reach out to any of our

staff. If you have a question regarding our staff, you can send an email to me, copy Annie, and I'll be happy to address any concerns about our employees.

Mr. Realmuto: I'm sorry, I've got to stop you right there.

Mr. Plummer: Hang on. We'll let Dennis finish his portion, and then if we have a question for him, then we'll do that. Go ahead, Dennis.

Mr. Daley: To my understanding, Steve also has been questioning the menu and products that we're buying. In the contract, it clearly states that we determine what our specifications will be and we will invoice you accordingly for those prudent supplies. Though, again, if you have a question about anything that we're buying, of a menu selection, that should be placed in writing and sent to me directly, and then I will address it. To have these monthly calls and badger Annie regarding what she's buying or what she's buying and how it's priced, quite frankly, it's very unprofessional. We are a very transparent organization. Yes, we make a few mistakes, but the key thing is how we fix them. Regarding payroll, if we were ignoring any employee who's claiming that they were paid incorrectly, we would notify you. The bottom line is that last week, we became aware of it. You are an AD payroll system. Our payroll department through AD payroll and Annie, it was all communicated to the staff. There was some overpay and some underpay. Again, why somebody would reach out and talk to our staff regarding that is very perplexing and it's very concerning. That's what I have. I'll answer any questions you might have.

Mr. Plummer: Thank you, Dennis.

Mr. Realmuto: I would like the opportunity to address that before we move further.

Mr. Plummer: Just a second. Jan has something she would like to say.

Ms. Carpenter: Yeah, I would like just to remind the Supervisors that none of the Supervisors should be contacting employees of any of our vendors directly, and that for the restaurant, Harry is the delegated representative, so if you have questions, they should go through Harry and then he can feed them to the restaurant. If you feel that Harry is not responding, then send them to Jill and she'll make sure they get answered. But for any of our vendors, we can't have several Supervisors contacting them.

Mr. Realmuto: Excuse me. I really would like the opportunity to reply because some of the facts that you've heard are incorrect and you're proceeding from a false assumption. May I address what Dennis raised?

Ms. Carpenter: May I just finish? I would like to talk to the supervisors individually after the meeting because what's being raised could be potentially disputed matters and we don't want those on the record.

Mr. Costello: This is one of the areas that through the years, since before I was even here, has been constantly being said that we're harassing the people in the restaurant and it does not help. These are employees of Metz, they are not employees of ours. Let's have Metz take care of the problems.

Mr. Realmuto: Okay. First, I have to tell you, I did not reach out to anyone, they reached out to me. That's one important thing for you to know. Two, to the best of my knowledge, the people I was speaking to were no longer employees of Metz. Those are the facts and I believe that changes things significantly.

Ms. Toth: You reached out to my employees, and my employees texted me at night time. They felt very uncomfortable because you sir, reached out to them asking questions that were very unprofessional, that had nothing to do with you and was none of your business, sir.

Mr. Realmuto: The reason for the questions was as it affects our finances and I had already noted prior to hearing of this that labor looks suspiciously low and I was trying to dig into what the cause of that was.

Mr. Plummer: Okay, wait a minute. First of all, we're going to keep this civil, which means we're going to keep our volume to an appropriate level, and we're going to discuss it civilly. Jan needed to finish where she was and then Steve you will have an opportunity.

Ms. Carpenter: I would suggest that this issue is clearly disputed, so it shouldn't be brought up in public. I'll be happy to talk with you both afterwards and apologize for any raised voices on behalf of our side of things, and we will address it afterwards.

Mr. Plummer: Steve, do you have anything additional?

Mr. Realmuto: No, I believe I've already stated the key facts, are that again, I did not reach out. The initial contact was to me. Some of these were even former residents, and certainly I can speak to residents about this. To the best of my knowledge, I was not speaking to any current employee, but only employees who had resigned. If I spoke to a current employee because I was misinformed, I apologize. I guess those are the key points I want to make. Dennis did raise one other thing with regard to the venue. Annie

has asked for questions and feedback on things, I tried to provide that behind the scenes and offer my two cents. I can't give it to Harry. That's really the only mechanism available and I would hope other supervisors would take advantage of the same. If you're telling me you don't want to hear from one of the Supervisors, if you want to bring up the contract, the contract basically requires you to respond to inquiries and concerns from Supervisors. It's within that scope and representing the residents that speak to me about this that I was contacting you. If that feedback isn't appreciated, I'd be happy to stop it. But I think you're cutting off an important avenue of resident feedback if you do that.

Ms. Toth: May I just say something. Things have been really boiling since December of last year. Michael, Bob, Harry, Lloyd, I remember when I met you. Steve, with respect, I will never forget how I met you. You walked into the restaurant in November. You put out your hand and said, "This is who I am, here's my business card, and you better do what we say, otherwise, you're going to be gone like the rest of the four." That's how I met you, sir.

Mr. Plummer: Harry go ahead.

Mr. Krumrie: Alright. We've all heard Dennis Daley bring to our attention a very serious matter. My comments further enhance the gravity of the situation. For weeks as the CDD Board member, liaison to the restaurant staff, I have heard firsthand on Mr. Realmuto is what I would describe to me as badgering staff, intimidating, bullying, made unreasonable requests, undermined the restaurant manager, and overstepped clearly which is of this Board. Further, he has called former staff members and I can say the name Kim. With what purpose expect to maybe bill a portfolio on getting dirt on the restaurant. There's no other clear motive I can see other than that. There's no way to describe the apparent behavior of Mr. Realmuto and the embarrassment he has caused this Board other than to say that he has created a hostile work environment for the staff of Lake Ashton and the Grill. This is serious as it puts this Board and this community at risk of a lawsuit. It also puts our community at risk of Metz group terminating the restaurant agreement for breach of contract. We need to take action and take action now. With that said, I'm requesting that this Board join me and request Mr. Realmuto to resign immediately from CDD Board.

Mr. Realmuto: I'll keep that simple. The answer is no.

Mr. Krumrie: Then I'm going to ask the Chairman of the Board to look at reorganizing the assignments next month. I ask him to talk with legal on our other options.

Mr. Realmuto: Supervisor Krumrie, I only wish that you had given me the same benefit of the doubt that I afforded you when unsubstantiated allegations were alleged against you. Your assumptions are incorrect and I guess I won't go further to that hearing in public. But you really should get your facts down.

Mr. Krumrie: I have them.

Mr. Plummer: First of all, as the Chairman of the Board, the assignments were made about who was responsible for what areas, and Harry was designated as the person who is responsible for the restaurant and being liaison between the Metz management and the Board. I stand by that decision and I will continue with that. Any decisions that are made in regard to the Board that need to be transmitted to the Metz corporation, Harry will take care of that. Harry also will have the authority to continue working with the Metz corporation and do what is best for the restaurant and for the Board. If anybody has a problem with that, speak now.

Mr. Costello: I think the biggest part of the problem is that if somebody from the restaurant were to come to me, I would have to tell them to go see Harry. I think Harry at that point would be able to go see Annie and resolve whatever the issue was. We cannot as individuals go after employees, which aren't even ours. We have no reason to contact them other than to tell them whatever we're ordering. I can't see where we can continue in this matter. We're just anybody. Like I said, in the past, we were falsely accused, I don't know how many times, of harassing people in a restaurant which we weren't doing.

Mr. Realmuto: Michael, I've had two Supervisors alleged that there couldn't possibly be a reason for me talking to former employees. Let me explain to you what my reasoning was as the Supervisor responsible for the budget. Someone reached out to me.

Ms. Carpenter: Again, I would suggest that we take this offline. This is a discussion that could end up with disputed facts. Let's keep this offline, please. If anyone has questions and I understand Steve has been in charge of the budget, so it makes sense he has questions, those should go through Jill and she'll get them to Harry or to the

restaurant as appropriate. But for all contracts, the Supervisors cannot be talking to employees, management, it just doesn't work from a contract administration point of view.

Mr. Realmuto: Okay. Thank you, Jan. I'll defer to our attorney on that. To the benefit of residents, rest assured that I did have valid, legitimate financial reasons for seeking out the information I did. Thank you.

Mr. Krumrie: Jan, I have a question. We've been accused or at least someone's been accused about creating a hostile environment in the restaurant. What did we do to follow up on that and to address that issue with Metz?

Ms. Carpenter: I believe we have done it. We've clarified that all the questions go to Jill from other Board members. She will sort through questions, get them to you to deal with Metz. You should be the only one in touch with Metz management and none of the Supervisors should be contacting staff, people of Metz, or again, any landscapes or any other contractor.

Mr. Krumrie: So that's how we're going to address it? I'm not sure that's satisfactory.

Mr. Plummer: I think you need to talk to Jan one-on-one and get that worked out and not right here.

Mr. Realmuto: Bob, you had a question whether anyone had a problem with your assignments. I don't necessarily have a problem with your assignments at all as liaisons. Like the point of contact for things. But I do need to point out that a situation seems to have developed with regard to the management of the restaurant that is unique among our contractors. Harry was appointed as liaison before my tenure on the Board and that was at a point the contract was being negotiated, so that made sense. He was the only point of contact with the restaurant. Somehow that seems to have continued where he is basically in the direct line of reporting and supervising, whereas all of our other contractors report to our paid professional staff, our on-site amenities manager. The restaurant is the only contractor who does not report to the amenity manager but reports directly to a Supervisor, almost following more along the model that our friends in Winter Haven use. That creates a number of difficulties because it means that our concerns, as other Supervisors, can't be relayed directly to the contact person because we're not allowed to speak to them. So I would like to suggest that, on an ongoing basis, it would be more

consistent with the way our other contracts are managed for Metz to understand that the direct line of reporting and responsibility is to our amenity manager and not to a Supervisor. Yes, the Supervisor is the point of contact with the Board, but I see no justification for special casing in the way the restaurant is managed versus all of our other contractors. This is true with regard to security, landscaping and others.

Mr. Krumrie: Mr. Plummer, I have a concern about the assignment of Mr. Realmuto as the budget director, I'll call it that. To me is like giving a maintenance guy a master key to all the apartments and then he goes to the apartment under the guise of, he's the maintenance guy when he has no business being in the apartment. It's very, very akin to that. I would ask that you remove him as budget director and assign him to something else of less importance.

Mr. Plummer: I understand your request, Harry. At this point, I'm not in a mood to change anybody's assignments. They've done a tremendous amount of work to get to where they are with their assignments and I intend to leave them there. In regards to Steve's question about the line between the Board and the restaurant as opposed to other vendors, I understand what you're saying. I'll talk to Jill offline about that a little bit and we will discuss what we think the best course of action from our management company would recommend in that regard and we will see that, however, as we move forward until Jill and I can reach some decision about what to do, Harry will continue to be the point of contact with the restaurant. Now, I would like to put this discussion to bed and move forward with the rest of the Board's business for the day.

B. Presentation of Restaurant Financials for August

C. Restaurant Financial Dashboard and Analysis *(requested by Supervisor Realmuto; all back-up pertaining to this item provided by Supervisor Realmuto)*

Mr. Plummer: Steve, did we cover in the financials the dashboard?

Mr. Realmuto: The dashboard figures I provided? Not really, but in the interest of time, I don't feel I need to go through them. I'll just point out that these are the fiscal year 2021, which ended September 30th numbers. These are the numbers for the year starting in October 1st is the new fiscal year so in next month's report, I'll be starting as of October 1st. The totals you see there are what the totals are going to be for the 2021 fiscal year. The numbers speak for themselves and they come directly from that. Thank you.

D. Consideration of Restaurant Re-Design Group Proposal *(requested by Supervisor Krumrie)*

Mr. Plummer: The next item is consideration of the restaurant redesign group proposal. Harry, I believe that's what you brought to the Board.

Mr. Krumrie: Yes, and I'd like to ask of Ann would you come up, please? Also, we have some information provided to us by Lloyd. Lloyd wants to come on as well. Maybe you want to go first, Lloyd? Okay. Ann, do you want to just go ahead and say what the restaurant redesign group has come up with so far?

Ms. Abraham: I don't do this too often. Thank goodness. Good morning, everybody. Thank you. I'm not here today to talk about Ashton Tap & Grill, I'm here to talk about the restaurant, the sticks, and bricks, not the business. This is one of our amenities and it is our responsibility to refresh and maintain it just as we do all our other amenities. The restaurant is a direct reflection of our community and everyone that lives in it. I would think that we would prefer an image that says Lake Ashton residents are young spirited and vibrant rather than living in an old folk's home. I know when I have someone come to my home, I want to be proud of where I live, not embarrassed. The other way to look at it from the outside, looking in, it could be perceived that Lake Ashton is letting things go and not the premier active adult community it once was. This can affect the value of your property. Also, I'd like you to know that I've worked with the vendors and contractors, and suppliers to sharpen their pencils and give us the best prices possible. With this, there are expiration dates on those special pricing. I feel if we delay, we will not only lose those special prices but given the state of the economy, the prices will just keep going up and we'll be paying much more for the same things. If you look at my original revised proposal compared to my last proposal, I've gotten it down to \$14,430 but I've also included the tile work in that. The prior one was \$15,890 without the tile. Because of my relationship with these vendors, I was able to do that and there are the expiration dates.

Mr. Krumrie: That's just for the Item A. Items A, B, and C and they have different prices.

Ms. Abraham: Which A I think will give us the biggest return for what we're doing. There is a lot more things that really should be done in the restaurant but these things are the minimum I think that will make the biggest impact.

Mr. Krumrie: I would propose to the Board that we transfer \$6,000 from the kitchen redesign to the restaurant re-design. Ann came up with a price of \$14,430. We all know that we're going to maybe perhaps have cost overruns in today's world. Typically, when you have a major project, it usually averages about 10%. I would ask that the Board approve project A which again, I'm going to go through that and tell us what it is, and then for a total of \$16,000 of work is authorized. As far as to address the people that like it, don't like it, I'm not here to fool anybody. Some people will like it, some people will not like it. It's a given fact of life. Do we want to talk about the lobby? Half of us here will like the lobby this morning, half would not like the lobby. I don't pretend that everybody's going to like it but it's a major improvement from what we have.

Ms. Abraham: I one thing I'd like to say and so, was a woman talk of Ashton that said that my husband and I can't even agree on re-designing our home so how can we expect the whole community to agree on a design? I've had a lot of favorable comments about the design. The things that are included in A, of course, is to the painting of the restaurant, the trim, and painting the black railing white to lighten things up in there. The window treatment, the fabric, and the labor to sow the window treatments, the rods for the window treatments, the lighting, the fabric for the soundboards. Now I was able to add laying the tile on the bar step up as well as the six steps up to the platform, the treads, and the risers.

Mr. Krumrie: We would do those things. Then as Lloyd is proposing, if we meet certain performance metrics, we would come back and do Item B which includes table cloths for the tables, glass tops for the tables, separation panels, and so on for a total \$7,000. I would not propose that today. We would do that if indeed, we do what we say we're going to do.

Mr. Costello: On each one of these items, how many companies did we reach out to in order to get a proposal?

Ms. Abraham: On the paint, there's two, on the window treatments, the fabric, I did a lot of research as far as the actual material. The company that I decided on was the most economical but with the fabric being flame retardant that we need that is required, the labor on the panels, I have three different bids and the rods have three different bids which I just picked out.

Mr. Costello: So all I'm saying is that it was all bid out by multiple companies.

Ms. Abraham: I have a book with those in it.

Mr. Costello: I have one other question. You're looking at recovering the soundboards. Now, somebody said and I don't know how true it is, I've tried to research it online but I haven't been able to, that you cannot just recover these things and expect to have the same quality of service that you're getting from the original. Has anybody either contacted the manufacturer to see whether there's any truth to this or has anybody researched it in any way that maybe they found something that I was simply unable to find?

Ms. Abraham: I did some research online and what I read was that there are certain fabrics that you cannot use that will block the sound.

Mr. Costello: This is what I imagined that I was hearing from people from the outside that you can't just say we like A, B, C, or D as far as material goes and expect to have the same efficiency that you had prior to recovering that. I was wondering whether maybe you just said that there are certain ones that you can use and certain ones that you can't use. I appreciate your time looking it up and all that. That's about all I have as far as all this.

Mr. Realmuto: I have just one quick question for you? I see that you have the fabric for the soundboards included in your proposal. Is the labor for the soundboards also included somewhere in here?

Ms. Abraham: Well, I was lucky enough to get volunteers.

Mr. Krumrie: We've recruited volunteers for them. Just to address Mike's question too, Mike a lot of these prices here, we're enjoying contracting prices, we're getting wholesale prices as if we bid it out, it would be more. For example, our painting number that we used is less than what Christine got for whatever it's called. It's \$1,200 less so it's wholesale prices versus retail.

Ms. Abraham: Also, I want to point out on the lighting that I called my vendor because I have to do a considerable amount of business with them. He was able to reduce our lighting for all of the lighting in the dining room.

Mr. Howison: What did I learn? I learned a couple of things and like that, there are a number of things which surprised me, but this should come as no surprise to the majority

of people. The quality of ingredients and the preparation of the food are more of an immediate concern than his decor. That said, almost everyone acknowledges that the restaurant looks dated, and it's not particularly appealing. Most would support some improvement, especially overtime, but especially paint and updating the acoustic panels as soon as possible. There were two other points that were raised in that they were not solicited in any of the questions that I asked. They go back to our previous discussion this morning. First, a lot of folks expressed concern over the finances. But almost universally, people express their fear that we're going to lose this restaurant. They do not want to be without a restaurant again. That's one, along those same lines and I guess this is what took me aback. We got the same thing. Mike, to your point earlier, whether it's accurate or not, I think based on our Board meetings, the amount of time we spend, there's a perception that the Board and the staff are too involved in the day-to-day operations of the restaurant, and we're not letting Metz run the restaurant. I was shocked at the number of people that said that because I haven't felt that way necessarily. Christine, if you could bring up Slide 1. What you're going to see up here is just what I described. It is the committees revised proposal. What it lays out is just exactly what she explained. Over the past month Ann and the team have worked really hard to get some prices down. They were able to reduce the overall costs by more than \$4,000 or 10%. But as she said, some of those require us to move forward quickly. She's got a 21% reduction in the lighting, but it's based on acting this month. She also got savings on fabrics. That's based upon buying those fabrics all at the same time. Given the current budget constraints, we may not be able to take advantage of some or all of those. The committees revised option that you see in front of you, falls within that \$20,000 budgets that we have, which is \$10,000 for restaurant redesign and \$10,000 toward the kitchen. I understand that to be below the \$20,000 limit, but my charge I understood was to remain within the \$10,000 limit. I'll offer another option. But regardless of the decision today, I feel very strongly that any future spending needs to be tied to metrics that we establish for performance of the restaurant. But anyway, if you can bring up Slide 2, Christine, there are a lot of ways that we can move forward. This is a second way. This allows us to paint, do the soundboards, it removes the seven chandeliers in the dining area, and it calls for pulling down the existing chandeliers in the dining area, and it's at a cost of \$7,715. No discounts were assumed

in the pricing because obviously, we wouldn't be able to get those discounts if we don't go with the full phase one that was proposed. The Board is going to need to make a decision, but I will talk about what I would recommend and I think it's even more pertinent perhaps given our discussion. Next slide, please. I think you think we should seriously consider moving forward with something. I also believe all future funding should be based on those metrics that we establish. It can be restaurant sales, total sales. It can be labor or food costs as a percentage of sales, it could be net profit or guess count. But I do think that we need to recognize and reward incremental progress. In other words, I don't believe that just saying the restaurant must be profitable in the fiscal year '22 is necessarily a fair way to go about it. As I've stated several times, so that's not new to anyone on the Board, I strongly believe that the \$70,000 slash \$80,000 annual fee should be pulled out of the restaurant operating budget. If we're going to measure the restaurant based on operations, then I don't think they should be burdened with that. To me, it's a cost of maintaining this amenity, and it's the Board's responsibility to pay that \$70,000 and in case of fiscal year '22 or any thousand going forward. Finally, I did put down below formalized oversight of the restaurant through a single Supervisor or some other means. But I do think we've got to be fairer to the restaurant in terms of how we manage them and let them run. I'm not making a recommendation with regard to which way we go on decor. If we want to stay below the \$10,000 budget then I think it's incumbent upon us to do something like the second slide you saw. If we're willing to spend the \$14,000, we take advantage of the discounts that Ann and the team negotiated.

Mr. Costello: I think a big part of the situation that we have to look at is type. If we look around this room here also it is going to need paint in the near future, it's going to need many, many changes. As a matter of fact, we redid the dance floor here about a year ago, and we're told that we had a two-year life expectancy on it. In a year from now we'll be looking at redoing that also. I do want to see some of these things happen. I think that restaurant does need definitely a paint job. That's like very minimal. The window treatments. I don't know. We can consider that.

Ms. Abraham: They help with the sound.

Mr. Costello: Pardon me.

Ms. Abraham: They help with sound. The sound in the room. A lot of people complain about.

Mr. Costello: I think what we have to look at it is some of the bigger ticket items, because like you said, inflation is going to eat us up, period. It's something that, quite honestly, we have to move forward with the idea that the lights in there, the chandeliers, I've often said that maybe Disney would be interested for the haunted house for them because they just don't fit the decor, period. I am far from a home designer, interior decorator, or whatever you want to call it. I work in a firehouse and some of the stuff that we go ahead is unbelievable. But I do see where some of these things can be done. Now, your entire items on the second thing, what did it come to, in total?

Mr. Krumrie: Let's bring up that slide back up.

Mr. Howison: Christine, can you bring up the slide up, please?

Mr. Krumrie: Let's go back to the slide. It was \$7,700.

Mr. Costello: The only thing there was factored for the lighting.

Mr. Krumrie: The draperies weren't there either.

Mr. Costello: Okay. But in total it came to \$7,700?

Mr. Krumrie: Yeah.

Ms. Abraham: The tile is not there either.

Mr. Krumrie: Oh, you're right. The tile is not there.

Mr. Realmuto: Correct me if I'm wrong, the tile itself actually was already purchased back in May.

Ms. Abraham: Some of it.

Mr. Realmuto: Long before this proposal was brought to Board.

Ms. Abraham: Some of the tile.

Mr. Costello: I can honestly say that I think that this is within reason and I will make a motion if we're going to stay at \$7,700. I'd make a motion that we move forward with an \$8,000 cap and take on these items.

Mr. Realmuto: I second that motion.

Mr. Krumrie: Excuse me. We already have a motion on the floor. I made a motion.

Mr. Costello: I'm sorry. I didn't hear it.

Mr. Krumrie: I made motion during that presentation about moving \$6,000 of the kitchen.

Mr. Realmuto: Was there a second to that motion?

Mr. Costello: I didn't realize it was in the form of a motion.

Mr. Krumrie: But let me share this with you, okay? This proposal depends heavily on volunteers and the continued engagement of the restaurant redesign group. I'm here to tell you that the restaurant redesign group only wants to do at least option A. Lacking action on that particular item that means we adopt this smaller budget, we lose the interest and the support of the restaurant redesign group.

Mr. Realmuto: I believe, Mike made a motion and I seconded it, Harry, I'm not sure I heard of another motion that was made and seconded. Just as a point of order, there's only one motion on the floor right now.

Mr. Plummer: Harry mentioned it earlier before we went to Lloyd's thing, there was no second at the time.

Mr. Krumrie: So my motion failed?

Mr. Plummer: Well, no. We went on to a different discussion. We went in like a different discussion.

Mr. Krumrie: But anyway, so if you want the restaurant redesign group to continue to be engaged, we are going to have to step up to the plate and vote for option A. Joan would you mind standing up and telling them what you think?

Ms. Kozak: I personally would not continue forward.

Mr. Plummer: Name, please?

Ms. Kozak: Joan Kozak.

Mr. Plummer: Thank you.

Ms. Kozak: This is because we will soon lose the ability to obtain the lights, the fabrics, they do get discontinued. You'd be starting over again. These items only are current and you are going to put in half the lights, and the other half of the lights won't be available, they won't match. You're going to run into issues and the pricing, but it's just our investment of time.

Mr. Costello: I agree with you that you stood to put a lot of time into it and we do appreciate it, but by the same token, financially, this is like anything in life. Financially we

can't always afford the things that we want. As adults, we're the adults, we're the ones that have to live within the budget. I'm willing to give you half the pie, but you're not happy unless you're getting a whole pie. It's not fair to me.

Ms. Kozak: I don't think that's what we're asking for. First of all, I think we need to clarify one thing. This was a request of the Board to have volunteers in the community put together an idea of what that cost would look like for renovation of the restaurant. This group has provided you that documentation. It's with examples to show you the cost of what fabrics, what light fixtures are. At your request, we're providing you that information.

Mr. Plummer: Let me ask you a question?

Ms. Kozak: Then we get to say A, B, or C. We broke it down for you to make a decision to be able to say, "We'll do parts or pieces of it." Great. No problem. Okay, so we provided that information to you as well. If you're looking for return on investment, I'd have to say what was the return on investment for the lobby? For Pine Island? Now, wait a minute. Let me finish and I'll tell you why I'm asking you that question. The reason I'm asking you that question is because we're looking at it as part of this building, has nothing to do with the operation of Metz, the ability for them to make money in the restaurant. It is an asset that needs to be maintained so that could be the chairs in the billiard room, that could be all sorts of things. We have to kind of keep the appearance up in order for our community to stand out. One last part, sorry, I was prepared. One last part that we have to say is, if the issues in the restaurant are food, quality, and service, that's job performance of Metz. Totally separate issue from making the aesthetics more appealing, as we all lose our hearing, it's very difficult for individuals to hear in the restaurant. We're looking at those types of things as an asset. Nothing to do with anything else.

Mr. Costello: Mr. Howison, he gave us what he felt could be done right now at \$7,700, but this is a start. Number 1, this committee never even came before this Board. We were never asked if we were going to set up a committee. It all of a sudden bam, it was there. Now, there was never a vote by this Board in order to form a committee, period. Pardon me?

Mr. Howison: I don't think it was a vote. I think it was more of a discussion that we didn't even move forward.

Mr. Costello: I don't even remember the discussing it. The next thing I knew I had people coming to me and saying, "How do we get on the Board?".

Mr. Plummer: Let's stay to the point, please.

Mr. Costello: Pardon me?

Mr. Plummer: Let me ask a question. I know Lloyd wants back in here and let me ask a question too. Obviously, we're down to arguing about money. It's the bottom line where we always go. Anyway, Lloyd has obviously came with the proposal that gets us started in the right angle to finish what we want the goal to be in the end. I assume that you would still work with us if we decided to do the portion that he decided that would be fitting within the budget or is that not correct?

Mr. Howison: May I say something?

Mr. Plummer: No, I want to hear her answer?

Mr. Howison: Okay.

Ms. Kozak: The reason I'm hesitating is when you put lipstick on a pig, which is a saying that's in this industry for rehabs of assets, it's very difficult to ever finish putting all of the work that needs to be done. It will be sidestepped, it will be forgotten about, it will be changed, it will no longer be available. Do I think we need to do it all? No. Do I want to be part of this, if we do portions of it? I would be happy doing that and sticking with it, but to do half a job is very hard for me to do. It's just, either you ask us to stick with it and we finish you a project that we're happy with, and I'm not the aesthetics part, I'm just the logistics part. I don't know. I can't do a half job.

Mr. Plummer: Lloyd, go ahead and finish your comment.

Mr. Howison: Just two things. The reason that I've presented the revised proposal the way I did and broke it into a little matrix there, is that you can pick and choose. So let me give you another example. If you were to take their total Phase One proposal and just pull out the window treatments and the tile, you're now down to \$10,955. More palatable than \$14,000, slightly over the budget that we have, the \$10,000 budget. My point in that, is that you've got options. You can sit down with Ann and the team and say, realistically, we can only spend X. How can you help us get there? I will say I was impressed. I don't think people know how many hundreds of hours these people spent on this thing. Without regard to where we stand, should we spend the money? Is it foolish to do that? We don't

like the design, we do like the design. I have seen some comments on talk of Lake Ashton, which I swore off long ago, when I used my wife's Facebook account. I've heard comments that frankly are unfair to that committee. They've done their best. They've tried to meet the needs of the community because they care for the community, but it's our responsibility to spend the money wisely. So we would love to have you guys involved. There's going to be a decision of some sort made. I'm not proposing anything, but what I did do with the \$7,700, is I knew that that would be more palatable than the \$14,000. But again, if you want to go with all of the lighting, but leave the draperies for later, then you've got another option.

Mr. Costello: Then you have to consider the fact that through the last few meetings, we started out at \$42,000 and it's come down considerably. There are no two ways about it, there's only one problem. We should not be spending money that we don't have. We just can't afford to spend. Like I say, I'd love to be able to say, well, let's do it all. The only thing is realistically, I don't think it's the proper thing to do because in the end it's not my money. This is the money of the people who are sitting out here, the residents. I refuse to spend their money on something that is already losing \$200,000 plus a year.

Mr. Realmuto: Mr. Chairman, may I have a chance to weigh in here, please.

Mr. Plummer: Go ahead.

Mr. Realmuto: So first of all, I want to add my sincere thanks to all of the work the committee has done. Your work is appreciated. I want to point out that no one is proposing not doing anything. I think eventually we could do it all. What I think you hear us proposing is moving forward in a more incremental manner. I understand the difficulties that creates the chandelier you picked out make may no longer be available, but certainly there will be others that would fit into the décor. I think what you hear some of us saying is, given our financial difficulties and I want to acknowledge the other point, I believe what Ann made. This isn't about the Ashton Tap & Grill Update. This is about the restaurant and the bricks and mortar that are there. I get you on that and I agree with you. Nonetheless, the financial reality is, we are being squeezed because of our financial commitments or liabilities. Those include the current net loss on the restaurant among all of our other responsibilities. So we do need to be fiscally responsible. I thought the option Lloyd presented us and Christine, if you could put that back up was very reasonable as a first

step. Then tie the remainder of the proposal to other benchmarks. Frankly, what I think the only benchmark that made sense when you threw a few possibilities out there is net because if you don't use the net, any of the others can be manipulated. So net is the only benchmark that makes sense and no net doesn't have to be zero at all. At this stage, I think we'd be doing good to stick to the budget that we approved. We're not looking for anything that's not achievable or unreasonable. I'd like to suggest that, we had a motion that was made, and I second it for this amount. I understand that that doesn't include the dining room chandeliers, but again, we can get partially there by simply removing them. That would probably be an improvement with the other changes we're making. Then if we can't get the chandeliers, we'll find other ones that fit, maybe something even better, but let's be adults about it and have some patience. The work that you have produced is a long-range plan. Now, let us figure out the implementation of how we get there within our budget. So thank you.

Mr. Costello: Not only that, come the end of the year, we can re-evaluate this, if we find that we have money there, by all means, I'd be more than willing to see a lot of the other projects move forward. But at this time I can't see it as an all or nothing. Like I said this started out at \$42,000, which I mean, just totally blew my mind. I mean, you have worked out three proposals very well, but by the same token, we can't spend what we don't have.

Ms. Abraham: I have a question.

Mr. Plummer: Sure.

Ms. Abraham: We have \$10,000 that was in the budget and I know that it's malleable, but we have \$10,000 that was allotted to the restaurant for redesign or refreshing and then \$10,000 for the kitchen. But isn't that \$10,000 for a consultant for the kitchen layout?

Mr. Costello: I agree with you, \$10,000 for consultant.

Mr. Plummer: I think that what Harry's motion that never got a second was moving \$6,000 out of that line item into the refurbish line item. Which if my math is correct, Steve you'll have to correct me here, if we had \$10,000 in the budget for refurbishing, and we move \$6,000 out of the kitchen refurbished, that's \$16,000 in the budget, we're not outside the budget.

Mr. Realmuto: When you talk about the budget, it's important to point out you're talking about the capital reserve.

Mr. Plummer: Exactly.

Mr. Realmuto: Not the general budget. We don't typically change that after we passed it. There's no need to. But yes, it's one. It doesn't matter where it comes from. We don't hold separate funds for each of those capital project line items.

Ms. Abraham: I would think that the kitchen design, would make more sense to be tied to a performance by Metz than the design of the dining room.

Mr. Costello: Ultimately, our hope is that whatever we do is going to enhance the sales in the restaurant. That's our hope. I would hope I would think for all five members here, that what we're looking to do is to enhance the amount of money that's coming into this restaurant. Unfortunately, we're paying out bills that quite honestly, we never expected to be where we are as far as what we paid out just keep this restaurant here. I do agree with you that some of it should be tied to them also. What about the rest of this building? We have other responsibilities that we have to worry about. I think that Lloyd's proposal, I think that was very generous. It would move things along and you've got to start somewhere. Hopefully, as time goes on money will get a little better.

Ms. Abraham: One thing I would just like to point out is that when Metz came in, they came in during COVID-19, then summer. They've had some extraneous circumstances.

Mr. Costello: When we interviewed them, we ask them about COVID-19, and their answer to us was we're going to get past it more or less. I don't know, word for word what they said, but they didn't seem to be all that worried about it. Right now I don't even know how badly it's being affected. I don't know how badly coronavirus is affecting the restaurant right now. I imagine it has some effect on it, but by the same token, I think it's more or less, our biggest problem is that we need to have more going on in here in the ballroom right now, which I think is helping the numbers that I see, they seem to be coming down. I think it seems to be a help but the only thing I'm saying is we'd love to just say to you, "Hey, go ahead and do the whole \$42,000." We can't afford to do it. We don't have the money, period.

Ms. Abraham: We understand that. That's why we got it down to the \$14,400.

Mr. Howison: Okay.

Mr. Plummer: Okay. First of all, we have a motion on the floor that's made by Mike, seconded by Steve to approve.

Ms. Burns: I think it was not to exceed \$8,000 is what he said.

Mr. Plummer: Okay. Not to exceed \$8,000. I think we've had a lot of discussion. We're going to vote on this. Again, Mike's motion is to pick up not to exceed \$8,000 for the items that are listed under Lloyd's information there. Is that correct?

Mr. Krumrie: I have a question on the subject. The performance metrics we've have before us, when would we check? When would we go back to the performance metrics to see when we meet them, and what we don't need them? Are we talking about January and going back revisiting them? Are we talking about in the next year?

Mr. Howison: When I talk incremental to me it's not so much time-based as it is performance-based. For instance, what if the restaurant were able to operate at a break-even or profit for three successive months, would that be a trigger at which point we would be willing to release more funds? I think we need to set those down and meet with Annie and METZ and establish those. We would establish those as a Board, what we think would be acceptable. But the other thing I'll say as a comment before we vote on the motion is that again, you have options there. If you wanted to vote on an option not to exceed \$11,000, you could then include all the lighting. If you wanted to pull out the lighting and drop it to about \$8,200 or something like that, you could include the draperies and not the lighting. So there's a lot of options in front of us. And the one that I presented was just simply what I consider to be the lowest number we could get to based on input from the community. So that's it.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with Mr. Costello, Mr. Realmuto, Mr. Howison and Mr. Plummer in favor and Mr. Krumrie opposed, the Restaurant Re-Design Group Proposal, with a Not-To-Exceed Amount of \$8,000, was approved 4-1.

Mr. Howison: I won't put this in the form of a motion at this point, but I'd like to discuss further removing the burden of the management fee from the restaurant operating statement. I understand at the end of the day, it's the same number for the CDD. But I

believe that we should allow the restaurant to be judged based strictly on restaurant operations performance.

Mr. Costello: The only thing is it's an expense that is incurred due to the fact that they're in there and it's part of the restaurant. You can label it in any manner that you would like to put at the end of the day, it's an expense of running the restaurant, period. And what it comes down to is this, Lloyd, I understand what you're saying, but it will come down to is this. We're spending, let's say \$70,000 and we're dividing it by approximately 1,000 homes. So it's costing these people \$70 per home in order to eat in that restaurant.

Mr. Krumrie: \$72.80.

Mr. Howison: Okay. Thank you. I was close, I was within five dollars, which don't get me wrong. The people want a restaurant. We want a restaurant, but by the same token, it's kind of deceiving to hide the money in another area, period. That's the way I feel.

Mr. Realmuto: I understand the sentiment, Lloyd, and we can look at things however we want. The problem is actually changing them is that would be changes to both the general fund budget, I believe, and then perhaps the capital budget. The other piece of that is you're referring to just the management fee as taking that out of the restaurant operations. The truth is there are many operational items for the Tap & Grill that are already taken out and I think I illustrated it another meeting and handed everyone the breakdown to the tune of \$75,000 plus any major purchases and things we made. It added up to almost a \$100,000 outside of the restaurant budget in the last fiscal year. Those are things that would traditionally be included. Some of them are substantial. The propane costs are substantial per month on the neighbor to \$2,000 or more a month. Although I understand taking the management fee out, then perhaps we should put some of the other things back in and have a normal restaurant operation, the net would be the same. I think we're okay leaving it as it is.

Mr. Howison: I rest my case.

Mr. Plummer: Okay. Moving along. We're going to run right up here to time. I have a question and I see John sitting over here and I know he has an item coming on the agenda in regard to restarting bingo, I quite frankly, I'd like to discuss that and get that done because I can see us having to do a recess and come back later and there's no

reason to keep that long. So if there's no objection, let's go skip to Number 7, Item E and let's get that out of the way.

SEVENTH ORDER OF BUSINESS**New Business/Supervisors Requests****E. Discussion Regarding Re-Starting Bingo**

****This item was taken out of order***

Ms. Wells: I didn't want to put John on the spot. I just handle the contract portion of it. There's a contract included in the agenda packet. I received a call from John with his desire to restart bingo. Obviously, it was very exciting and we were able to get the contract into the agenda packet. He's here to talk about what his plan is as far as when they're planning on restarting. I think the hope is to get the contract approved so he can apply to the State of Florida.

Mr. Plummer: John, most of my questions are about bingo, so it's good to have you.

Mr. De Winkler (4630 Turnberry Lane Lake Wales): I'll do my best to answer. John DeWinkler, 4630 Turnberry Lane Lake Wales. Thank you for allowing me to come before the Board today. It's hard to believe that the 2nd week of March of 2020 was the last time we held bingo. Like you, I get probably 50 or 60 questions a day, when is bingo going to get started again? Well I can assure you we're anxious to get started as quick as possible. It's been my decision primarily to delay the starting of bingo primarily because of COVID. Everybody says, well, we'll just do it for the in-house people. That would be fine, but then I wouldn't have to come here and ask for a rental. It doesn't matter eventually we're going to get people come in from the outside. With COVID, I've been a little concerned. In fact I looked up the positivity rate this morning which is in excess of 20%. Polk County unfortunately is one of those counties that are very slow in getting vaccinated. To be honest about it, I do not want to place players, my volunteers in some kind of position where they carry the virus back home. Within the community we've been very successful in getting vaccinated. I've moved forward cautiously. I think the rate is starting to come down. At least if you look at the history of the positivity rate it's coming down slowly, and I'm anxious to get started as quick as I can. I've got to recruit some additional volunteers. Unfortunately, we've had about 12 of our volunteers either leave the community, or pass away. We need to train them. When will we start? I will tell you today or tomorrow. I'm

working with Christine and as soon as we pick a day that we feel comfortable with, we'll put a blast out on the website and look forward to having everybody come back. We've missed the bingo. I know the community misses the bingo. I know people outside miss our bingo here. Because I go out shopping and people I couldn't tell you their name, but they come up to me and they ask when are you going to start bingo. That's where we are today. My second item that I need to talk about is I'm in the process of putting together my permanent package with Polk County. Part of that package is the rental agreement that this Board has to approve. Certainly, I'm not unhappy with the price we've had in the past. I'm not going to suggest you raise it on me. That rental agreement really helps the CDD financially. We're anxious to get started, and anxious to help the CDD and we would appreciate your support.

Mr. Plummer: I think the thing before us is that the contract that you all have in your packet is a matter of approval then it would start whenever John and Christine come to a date to start and that is when the contract will start.

Mr. De Winkler: Actually it runs from October the 1st through September the 3rd.

Mr. Plummer: I understand that. Okay.

Mr. Krumrie: Are you proposing that you open it up only to Lake Ashton residents initially?

Mr. De Winkler: Are you asking can we only open it?

Mr. Krumrie: Are you proposing that you would open bingo only to Lake Ashton residents?

Ms. Wells: We can't do that.

Mr. De Winkler: We can't do that. If you do, I don't need the agreement.

Ms. Burns: We can't do that.

Mr. Realmuto: I'd like to drill down into you saying we can't do that. If we didn't offer cash prizes, I mean, it's my understanding most of the residents of Lake Ashton do this for the enjoyment. If we did things like it was a community event that happened to include bingo and included, I don't know, perhaps prizes for entertainment or other things within the community. Could we do that? This is more of a legal question, I guess.

Ms. Carpenter: I'd have to look at the statute, I don't know offhand. Generally it's tough to exclude folks.

Mr. Costello: I don't know why we're trying to run something that John has done such a great job at for so many years. I'm going to make a motion that we approve the agreement just the way it is right here.

Mr. Krumrie: I second that.

Mr. Realmuto: Before we vote on it, I certainly have questions.

Mr. Plummer: I have a motion by Mike to approve the rental contract agreement with the bingo group. I have second from Harry, before we take a vote, discussion?

Mr. Realmuto: I have questions. It's my understanding that the dates though, would be left open. The Monday night date, so then until we had gotten a notification that you plan to start it up, we could book the room. Because right now we're losing revenue by essentially reserving the room with no payment. Would that be okay with you?

Mr. De Winkler: Yes. That would be fine with me. I think the earliest that we can probably look to is towards the first part of November. Because I've got to get volunteers, got to train them, and then hopefully we know the first time we open bingo, the words not out in the public. Most of the folks that show up will be here from the community. But let me tell you, the first time we open, the next time we hold bingo, if a grapevine is so great out there, we'll be full.

Mr. Realmuto: Okay. Then November is not very far off, the first parts within the month.

Mr. De Winkler: That's very close.

Mr. Realmuto: You had expressed that your primary concern was COVID and still is in this area. I guess the reason I asked about closing it was to alleviate the concerns you expressed with regard to COVID. Do you still have those concerns in the current situation?

Mr. De Winkler: My biggest concern with my wife. She has very weak lungs. I'm not going to bring something home. That's why I've been a little concerned.

Mr. Costello: I think some of the things that have to be looked at is that in this building, we did add something to the air conditioning system. I think that purifies the air and all that. I mean, we've gone out of our way in order to reduce the risk of people getting any type of disease. I understand, bringing people in from the outside, and I don't blame

you, John. It's understandable that you have your doubts and all that, and especially with the rates rising.

Mr. De Winkler: Well, again, it's getting better. My concerns are being reduced, but at the same time, I want to be on the cautious side.

Mr. Realmuto: We're not trying to run things my concern was to ask John would we be helping him recruit volunteers by doing something that might restrict it to Lake Ashton residents, would that be a help or a hindrance to you?

Mr. De Winkler: Well, again, we can make bingo for Lake Ashton only, but you'll have a lot of disappointed folks and then you will not generate any revenue for the Board.

Mr. Costello: Thank you for all you do, John.

On MOTION by Mr. Costello, seconded by Mr. Krumrie, with all in favor, Re-Starting Bingo, was approved.

SIXTH ORDER OF BUSINESS

Focus 2025 Review

Mr. Plummer: Now, we'll jump back up to item six and the Focus 2025 review.

Ms. Wells: One of the projects that you guys approved for the focus 2025 survey was the horseshoe refurbishment. Just wanted to give you an update on that that we're waiting to get to a little cooler weather because it's going to be a lot of labor for that. We're planning on getting that done before the end of November. Also, we had mentioned handicapped railing was in one of the previous Board agendas that was coming from the accessibility requests in the survey. In the community director report, I mentioned that, it's on the last page. I don't know if everyone had the chance to look at that yet. I brought a quote to the Board which was a kit that you'd put together and install on the sidewalk to the side of the center right here. There's that option which was approximately \$1,200. We did get another option from a request to the Board for accustomed railing, and it's going to be similar to the picture that's on the right except for the fact that it will not be in the concrete obviously. It'll be attached to the top of the concrete. But for something along those lines would be about \$1,500 to \$2,000, giving a little bit of a leeway because the contractor basically told us not to exceed \$2,000. He's been very busy; everybody must be doing metalwork. If the Board wants to move forward you have the two options, if you

want to do the kit option for \$1,200 or more of a custom railing, which would be a not to exceed \$2,000.

Mr. Plummer: Discussion questions?

Mr. Realmuto: We're talking about this, the railing on the entrance by the theater because it was one of the popular items on the focus 2025 survey.

Mr. Plummer: Well, we also discussed that in an earlier Board meeting as well.

Ms. Wells: Yes. It was in regards to the focus 2025, we've been going through comments to try to find options that we can take care of this fiscal year.

Mr. Realmuto: Didn't we already approved this?

Mr. Plummer: We never approved the dollar amount or the design. Christine was asked to go back and get some additional information, and that's what she's pointing out here. We approved the concept, we just didn't approve a dollar amount at the end.

Mr. Realmuto: I'd like to speak in favor of this, particularly the more custom design that has the rounded edges. Particularly if that could be done in a railing that didn't need to be painted black and therefore get very hot on that side of the building. I think that would be an investment well-spent and perhaps even in addition to looking better and more functional to our residents, last longer or perhaps even save costs long-term.

Ms. Wells: It would be aluminum railings on the right side, on the left side is a powder coat. It would be a not to exceed \$2,000 as well if we did the powder coat on the custom railing so we can do it either bare aluminum or we can powder coat and paint like a tan color if the Board chooses to do that. The same thing with the one on the left and I do want to point out that the \$1,200 dollar is not included in this picture because again, it's sold as a kit. It does include the rounded edges to be put on the ends.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with Mr. Realmuto, Mr. Howison, Mr. Plummer and Mr. Costello in favor and Mr. Krumrie opposed, the Handicapped Railing for the West Entrance to the Ballroom, with a Not-To-Exceed Amount of \$2,000, was approved 4-1.

SEVENTH ORDER OF BUSINESS

New Business/Supervisors Requests

A. Discussion Regarding Community Action Group Formation (requested by Supervisor Costello)

Mr. Plummer: I think we need to move to Discussion 7, 8 here before we go to the joint meeting, if you will, and that is that's under new business Supervisor's request, Discussion Regarding Community Action Group Formation requested my Supervisor Costello.

Mr. Costello: Yeah. For those of you who were here on October 4th for Monday morning coffee, we had the city of Lake Wales here and they were discussing more or less the property that is East of us on Thompson Nursery Road. Plans are right now they're looking at putting in something like 6,100 homes plus, they are also looking at putting in some commercial units. Our biggest problem is that right now, Thompson Nursery Road, if you get up to 27, can't handle the situation that we have now. They were asked if the county because it is county road, we were asked if the county has any information or any plans to do anything with Thompson Nursery Road and we were told that they know that there's a problem, but they haven't budgeted any money for it. That's like telling me that they know it's going to be a problem, but they really just don't care. It's going to be coming to a point where to go to Publix up here, it's going to take you an hour just to go there and an hour to get back because of the fact that like I said, Thompson Nursery Road right now can't handle the amount of traffic that it has out here. We have people in this community who have held offices like Mayor and we have another person who was a commissioner for the city and everything will probably have great connections but we're either going to be proactive at this point or we're going to be reactive and if we're going to be reactive, guess what, we're going to have a problem because right now, in the very least, we should have a traffic light at our gate. It would slow things down, getting up to Thompson Nursery in 27 and it would alleviate part of the problem. Now this morning I went out to take the dog to be groomed, I'm coming back, it appears that they're putting fiber optics down on the other side of the road which tells me that the communities that we're looking in on the Northeast side from us there's going to be action there also. We're going to have 6,100 homes on one side and granted, it's not going to happen overnight, but we're going to have 6,100 homes going in on one side and how many homes going in on the other side on a road that can't handle what it's handling right now. I would like to see a group formed where we're going to go to the meetings. We're going

to let these people know that, you know what, we're paying our taxes. We need to do something with this road and we need to do it now.

Mr. Plummer: Other discussion?

Mr. Krumrie: No disagreement.

Mr. Realmuto: I agree 100% on the need. The question is exactly what's being proposed. Are we looking to appoint, perhaps the liaison, to be actively representing the CDD today?

Mr. Costello: We could do that, but we also have a situation. How many times do we reset the clocks in our home? Due to the fact that the power blinked on and off, and it's telling you that the power grid can't handle what it has now. Let's put in let's say, 8,000 new homes, and see how much better we are going to do. Don't even buy a clock that depends on electricity because you're just going to end up, they say even a broken clock is right twice a day, who the hell needs that? I don't.

Mr. Realmuto: I agree with you 100% Mike. It boggles my mind that they can approve a development or developments like this without a plan for increasing the capacity of the road, and that includes not just Thompson Nursery, but that intersection with 27.

Mr. Costello: We can't blame to town and I'll tell you why. They don't control that road, it's county route. We've got to go out and we've got to take people who have connections to people in government. They can maybe press them a little and support them a little. On November the 1st, I think it is Christine, we have somebody coming here from the county. We had like 300 people when the city came here. I'd like to see like 400 people here when the guy from county comes because guess what? The next day, he's up for re-election. I guarantee he isn't going to come here with the expectation of upsetting any one of us. On that day, he'll probably promise us anything and we are going to have to hold his feet to the fire after that.

Mr. Plummer: I think that, it's a very timely message that we need to get to the right folks. But obviously, it also affects other people on Thompson Nursery beside us. Would it be good to include Traditions when we go to these meetings is that more people from the more communities develop?

Mr. Costello: Why not? There's strength in numbers.

Mr. Plummer: Yeah. I think that they may have some folks that have the right connections too, and I think that if it's more than just one development that they're speaking, I think that representation would go a long ways towards swinging some decisions. What action would you like from the Board today?

Mr. Costello: Well, I don't know who said it over there, I don't know whether it was Lloyd or Steve, said that, would we appoint a liaison? I would be happy to work with people that could come to me. We could set up an action that could go to places like Traditions and other places to see if we can get support from them. But I'm telling you right now, we're either going to be proactive, or reactive. I hate the thought of being reactive.

Mr. Plummer: We don't necessarily need to vote on that, the chair can just make the appointment.

Ms. Carpenter: Yes. But we also have the issue that it is not CDD business. Yes, the other roads internally are and potentially a traffic light might be. It sounds like this is more of a community action to you all.

Mr. Costello: That's why I brought it up.

Ms. Carpenter: This is more of another broader community action and if you want to have a liaison to the county and city for anything that is CDD business, that makes sense. But this sounds like it's just public information.

Mr. Plummer: We can all be a part of it without a violation to Sunshine Law, a whole week out.

Ms. Carpenter: So long as you're not advocating for a specific traffic light.

Mr. Realmuto: It sounds like Jan is drawing the line at the traffic lights. So anything past that we can work together on anything from their back.

Ms. Carpenter: Exactly. Yeah. But obviously the idea of development that's a community public wide, doesn't really have any CDD.

Mr. Plummer: I think that the CDD Board supports the action group to move forward on that.

Mr. Realmuto: 100%.

Mr. Plummer: Any one of us that want to be part of the action group apparently can be part of it.

Mr. Costello: I'd be willing to. We have people in the audience. Mr. Scally, is raising his hand. I know that.

Mr. Plummer: As Jan was saying, we can all be on it. Correct?

Mr. Costello: It sounds great.

Mr. Plummer: So I'd say we support it, move forward.

Mr. Costello: What we should do really is set a night for a meeting and see how many people we can get here in order to get some forward progress. Because like I said, if we don't do something now, we might as well just give it up.

Mr. Plummer: Obviously, that's on the agenda for the joint meeting, correct?

Mr. Costello: Yes, it is.

Mr. Plummer: So we can continue that discussion there.

B. Consideration of Audit Services Engagement Letter for Fiscal Year 2021

Mr. Plummer: We are ten minutes away from a joint meeting. I'm looking here to see if there's anything that we can do in less than ten minutes. Let's do the consideration of the audit services engagement letter for 2021.

Ms. Burns: That is included in your package. The renewal price is extremely low. It's \$3,750, which is a very competitive rate. One thing I do want to point out is that we have added another fund, which would be the restaurant. We've reached out to them for clarification if there is a need for them to audit the other funds, there may be a change in that price. We did reach out but we did not get a response. I think we can approve this if they come back with a price change, we will bring it back. That is our renewal price per the contract.

Mr. Plummer: Under your packet, it's under Berger Toombs, Elam, Gaines and Frank. That's the one we're talking about. I move we approve the audit proposals presented.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2021, was approved.

C. Legal Services Contract Review

Mr. Realmuto: Mr. Chair, if you're looking for a few items to knock off quickly, I think the legal services contract review was just placed here as an FYI. So the current contract was before all Supervisors in the agenda packet. I don't have any discussion about it.

Mr. Plummer: Anybody have any discussion on the legal services contract, which is Item C under seven in the agenda?

Ms. Carpenter: I would just say that when I looked at our rates, I think we've raised them once to \$285, which is considerably lower than what we currently propose, but I would be happy to continue with that rate for a while. Thanks.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, to Recess and Reconvene the Meeting to After the Adjournment of the Joint Meeting, was approved.
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D. Discussion Regarding Making Road and Infrastructure Maintenance a Budget Priority

Mr. Plummer: Item D, discussion regarding making road and infrastructure maintenance a budget priority. I think, Steve, you asked for that to be on the Board?

Mr. Realmuto: Yes, I did. Thank you, Bob. Again, I think this will be short, but the item we're discussing is essentially regarding making the road and infrastructure maintenance a budget priority. I did this because lately we've been getting a lot of requests. Some of them are basically maintenance things that we need to take care of. Others are wants and desires. For example, I think that Christine has under her report, desire from a resident to build a dock on Lake Ashton near the pavilion, as well as other requests from Supervisors. It's well and proper that we all talk about those and discuss them and make a decision. But I want to point out that our basic responsibility to our residents is security and to maintain our infrastructure. That includes the roads, the golf cart paths, the bridges, and other things, we respond to landscaping, certainly not the least is landscaping. Those are the things we have to do to keep our residents happy with Lake Ashton and the community it is. Sometimes I feel they all too often get the short end of the stick. I know as I drive around, and we've got a big report from the engineer that I think was over 500 pages that identified things in the road system that need to be

maintained over time. More recently we've had a few depressions develop. You just need to look around when you're in your golf cart to see the spider cracks forming on a lot of the roads. Those are areas that are going to need attention in the near future. I just want to make sure we have a plan. I know we allocated I believe it was around \$70,000 in the budget. Was it 90, Lloyd? Thank you. But we need to start acting on that and not just deferring it. Other than some of the gutter work we did in a few isolated areas; we didn't really spend much on it in the last fiscal year. Not that I want to spend money, but that's what we need to do to maintain the roads before it's going to cost us a lot more. I just want to make sure we didn't lose sight of that and have a plan going forward. Obviously, we're probably not going to want to do any road maintenance during the busy season. But we need to do the legwork upfront so that we're prepared. Somewhere in between perhaps the busy season and the rainy season, whenever is appropriate, we need to have "a plan in place" et cetera, to get that work done that's been deferred too long.

Mr. Howison: Going all the way back to the February meeting when we talked about the reserves study. Wasn't that when I raised a concern that just we had pushed out some of the funding so far. In speaking with Alan, we have the top ten list, most of which has been addressed, but then in his study there were other areas. Alan's on vacation right now and I don't see the need to belabor it today, but we will be talking about what comes next and what falls within that \$90,000 budget. It's less than \$90,000 will be remaining because the curb work, we are going to be doing soon on Heathland and a couple of others, but I do see it as a priority and I'll work with you to make sure we keep it in the budget.

Mr. Plummer: Also we've had an open communication with the City of Lake Wales in regards to their contract services that do their streets and their asphalt work. I gave the information to Alan to work with, but it appears that we can piggyback with them and get some of their budgeting considerations, if you will, and probably lower our cost to get some of them done instead of us going out and working off their bids with their contractors, which I think going forward will help us save some money.

Mr. Realmuto: Fantastic. That's exactly what I'd like to see.

Mr. Costello: One of the biggest problems there, I think, is going to be fact that, and we've heard it with other areas, is the fact that inflation is so rampant that quite

honestly, we've got to take a look at what we're looking at doing and we've got to do it as quickly as we possibly can.

Mr. Howison: One of the things that came out of Alan's report was the pavement assessment summaries. I don't know if you recall, but priority 1 would be 19 or under, priority 2 would be 39 or under in a rating. We've had two areas below 39 or below 40, I should say; Berwick and Ashton Club Drive. We do have some areas identified that I would like to see us begin to move on, but we want to make sure we keep enough in reserve out of the 90 we've budgeted to handle anything that's unforeseen.

Mr. Plummer: In the discussion with the city, the projects that we talked about were the longer distance projects such as Berwick or Ashton Club. It wasn't necessarily fixing potholes here and there. It was more in regards to the larger.

Mr. Costello: We have a depression area up here on the Ashton Palms Boulevard that quite honestly, you hit that depression because you don't see it at all and you know that you hit a bad spot in the road and they had a cone in there for three or four months and I believe we approved it and yet nothing's been done. We have to this every time we budget.

Mr. Howison: It's still targeted to be done and, Garrett, you might be able to comment on that. I know it's there and targeted to be done and Mike's right, you hit that thing, your fillings fall out.

Mr. Costello: Yeah.

Mr. Posten: We'll cover that in the report.

Mr. Plummer: You'll cover that in the report. If there are no other discussions on that item, we'll move on to the monthly reports.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: We're down to monthly reports. Attorney is the first one on the monthly reports.

Ms. Carpenter: This month has been relatively quiet. The only thing of interest is a law that went into effect in July and it slipped past most public attorneys. This is where the government or the state has set forth and determined the need for long-term planning for wastewater and storm water systems. This District only has a storm water system. So

what it requires is a needs analysis. The Department of Economic and Demographic Research, which we all haven't heard much from them, they've put out a template that would basically be filled out that describes the storm water system, provides detailed information, and then there's budgetary information for the long-term planning for that system. It's something that needs to be done by June of this year. There isn't a long planning term, so I wanted to get this before the Board. The recommendation is that the engineer looks at the template and comes back and gives an estimate to get this completed. They'll have to provide all the detailed engineering of what our system is like, but they've done repairs on most of it. In most Districts, it shouldn't be too big of a job for them to put it all together. They may need some help from the management company for the cost and put into the system and to do some budgeting for future systems. This gets submitted in June to the city and then the county then has to compile the information and submit it all to the state. The state basically wants to look at making sure that all these systems, because they're operated by cities, counties, special Districts, in some cases HOAs, they're trying to determine the scope of the systems and to make sure that there are reserves and they're being repaired and kept up to date. It's not something we can avoid. I sent a copy to the engineer and I will send them the template that's been put out. There's no rules or description yet of how to fill that form out, but it is a rather detailed form, so I don't think it'll be a problem. It's just putting the information together, which will take some time.

Mr. Plummer: You said the Office of Economic Demographic Research was the name of the committee? The acronym is ODOR?

Ms. Carpenter: I didn't want to go there. When I wrote that acronym down, I had that same feeling. It's not one we hear much about, but again, this is something that we're going to have to do every five years. The first year will take time and then after that, it should be simply an update.

Mr. Realmuto: I had a number of questions that I did send to Jill and I believe the engineer was copied. That was probably Alan. So if he's on vacation, I don't know if he saw it, but I would like that to be shared with the other Supervisors. I'm going on record that Jill, if you could send that out, I don't think there any positions advocated there. It's simply questions about its applicability to us. I would like that shared with the other

Supervisors. I guess the point I was trying to make throughout a lot of that is these might be some of the requirements of what we need to provide we may already have. I'd like the engineer to work closely with our District manager to provide any of the information they might have, for example, the descriptions or anything that might exist to keep the costs to a minimum. I realize there's work that needs to be done and I understand that GMS will be working together with the engineer on that.

Ms. Carpenter: That's all I have.

B. Engineer

Mr. Plummer: Moving along to the Engineer, Garrett.

Mr. Posten: The first thing I have is the cart path repair. We already discussed it. The SWFWMD permit 000. We have reached back out to SWFWMD and let them know that we're working on repairs. We need to meet out there with the contractor and explain what we want done for the repairs. That's where we're at on that and we'll come back with a proposal. Ashton Palms and Heath Land, we discussed it as well. The Board approved it, we've given it to the contractor, as approved, it just has to get on their schedule. Turnberry, we need to get out and get some measurements that we can give to the contractors to get some bids. Flume work was finished. The only other thing I have is on the bridge repairs.

Mr. Howison: At our last meeting, I had indicated that we were going to do and take a number of steps and that I would come back at this meeting and propose a strategy for a long-term strategy for management of bridges. Unfortunately, schedules just didn't allow us to get done everything we needed to get done. Garrett very selfishly got married and went on a honeymoon, congratulations. But we just didn't get it done, there is an awful lot we need to do to make that happen, we'll shoot for November, but I truly think it's more likely we'll be back in December with a strategy. We did get a quote, by the way though for power washing and sealing all the bridges, it was significantly lower than we expected, it did not include the actual sealer, but Matt can get that. But we're also going to look at some other alternatives as well, as time goes on.

Mr. Plummer: Anything else, Garrett?

Mr. Posten: That is it unless you guys have any questions.

Mr. Plummer: Anybody have any questions for Garrett?

C. Lake Ashton Community Director

i. Memo Regarding the Installation of a Handicap Ramp from the Restaurant Patio to the Pool Deck

Mr. Plummer: Moving on, the next item is the community director's report.

Ms. Wells: The community director report was included in the agenda package. I'm going to move quickly through here because I know everyone's probably hungry and tired. You'll see we're in the middle of doing renewal of season tickets. That's going well. We also have created ballroom packets. I'm really going to skip around a lot, so it may sound a little convoluted. If you have any question, just stop me. We've also created ballroom rental packets with information regarding catering, to hand out to potential clients. There's now a business card for Annie as well as a flyer for Metz for catering, that's included when we hand out ballroom information to potential clients that come in. As Mike mentioned, we have Rick Wilson, who is a Polk County Commissioner, coming into Monday coffee on November 1st. Two blasts went out requesting that residents submit questions by October 25th, at 5:00 PM, so that I can gather them together and send them to him. It worked out very well last time. Residents were very complimentary of that. He can have some time to prepare his answers and come in. Then under safety, I just basically copied and pasted the part of the newsletter article that went out. We'd worked very closely, Bob and I, with the City of Lake Wales, to come up with some parameters as far as safe parking, making residents aware of some parking ordinances with the City of Lake Wales. Hopefully, that helps out with some of the issues we've been having. Then, we have a spa lift that needs to be replaced. I did put in front of your seat an option. Right now there's an operating pool lift but there is not one for the spa. The recommendation would be to move the one from the pool, that's currently at the pool now over to the spa, and the one that you have in front of you, Jared's actually been really great going over everything to make sure that we can install this properly, and that it's going to work for our needs as far as clearing the gutter into the pool. It was actually a recommendation also of this particular pool lift from one of the residents that uses it quite often. They actually did some research and came back. The one that's in front of you is at some of the hotels that they visit regularly and they haven't had any issues with that. We looked into many different options.

A lot of the ones that you see are battery-operated. They're also water hydraulic operated pool lifts, as well as portable pool lifts and manual pool lifts. We did just recently, I think GMS installed water hydraulic, at another property. We've got some information on that one. The lift itself is about \$6,800. The cost, I think is going to come into laying the pipe, I think it was \$860 for 50 foot of pipe. Matt is saying that where a backpack system is in relation to our pool is about 200 feet. I think the installation price will go up lot, that one's about \$10,240. The one in front of you for the battery-operated one is \$3,874. The water hydraulic, I've heard really good things about it. I know like Lake Eva water park; they have a water power hydraulic pool lift. Just depends on what money you want to spend now. There's a lot of information here about the pool lift, the \$3,874 does include an extra battery. The battery is \$430, so we have two batteries on-site. This one seems to work for what we need. We can always go a little higher and get something that will last forever. This one has a five-year warranty. It was tough, I know a lot more about pool lifts than I ever thought I would know. I've looked at tons of pool lifts. The manual one which I originally thought was a good option. It just there's not too many good reviews about it, and ADA wants them to be able to use the handicap lift without any assistance.

Mr. Realmuto: Christine the \$3,874 figure you've put on it, does that include installation and proper anchoring, et cetera?

Ms. Wells: The three thousand eight seventy does include the anchor that's required. I talked to Jared; he can install it. We probably need to build a little bit more in there for price of concrete, he drilled down it's at least four inches, which most of them require four inches. But if we need to lay any additional concrete, we probably need to add a little bit more in there. I know in my community draft report I'd said that it's about \$2,500-\$5,000. It'd be nice if we could get it not to exceed \$5,000 going with this pool lift so that we have any extra available for installation if we need it. I think it will be a minimal. I just don't want it to be over the amount and have to delay it any further.

Mr. Plummer: I was disappointed that some of the manuals had bad reviews. I was here when this one failed and we had a person in that pool that needed to be out, and took a significant amount of time to do that, and it concerns me that someone gets into a pool, needs lift to get out when the lightning siren goes off. We're just in a tough situation.

But I think that the reviews on the manual, I don't think I'd want to go that route based upon what users of that particular unit had described.

Ms. Burns: Also from what our insurance company tells us, it does not meet the ADA requirement because they have to be able to operate that themselves. A manual option is not an option for us.

Ms. Wells: I read a lot on the ADA compliance for this, the one we have out there is portable but it's a fixed portable, which means it's attached to the deck, which still maintains the compliance. Because you'll see different things saying it does or doesn't. It definitely does because it's fixed to the pool deck. I looked at options, because it's technically portable if we could move it back and forth and we can't just because if someone comes in to use the pool and it's at the spa, now we have an instance where there's someone in the spa that needs it and someone in the pool and it's just not going to work out.

Mr. Plummer: What you're recommending is the new one for the pool and move the one from the pool to the spa; is that correct?

Ms. Wells: Yes.

Mr. Costello: How old is the one that's out there now and how much more life expectancy can we look for?

Ms. Wells: We purchased it in 2013.

Mr. Plummer: Nine years, or so?

Ms. Wells: Ten almost, yes.

Mr. Costello: Eight to ten years.

Mr. Plummer: The one that was bad is offline right now and to fix it was between \$700 and \$1,000 just to fix a 10-year-old unit.

Ms. Wells: Thank you, Bob, because that was the next. There is an option to fix it. I just wouldn't recommend putting money into something that's almost 10 years old.

Mr. Plummer: Quite frankly, the one that she's proposed here, the profile is significantly less than the profile of the older models, which has been a complaint. I'm sure you've heard Steve being around the pool more than I am, but I hear it anyway that it aesthetically doesn't work well.

Mr. Costello: What we can expect to do is to get a new one to put into operation and then hopefully we can get maybe three or four years out of the other one, and we'll worry about replacing that at that time, but we'll stagger replacement, we won't have a replacement of two at one time.

Ms. Wells: That is the hope, that it will last three or four years. We haven't had the issue since we did some repairs to that one and got new batteries for them. We haven't had any issues with the pool that we experienced before.

Mr. Realmuto: I think that's a good plan. Unless there's further discussion, I would move that we approve the purchase of the global lift presented here in an amount not to exceed \$5,000.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Quote for a New Pool Lift with a Not-To-Exceed Amount of \$5,000, was approved.

Mr. Plummer: Thanks, Christine. I know that you and I have both spent an inordinate amount of time trying to figure out what was going to be the best route to go.

Ms. Wells: A resident submitted an email to staff and I believe Supervisors received a copy of this email as well about consideration to installing a small boat kayak dock near the pavilion. He was actually here this morning but I don't think he is right now, he dropped off some pictures. The pictures actually indicate that his recommendation is more towards the garden. The reason I've been bringing it up is to see if it's something that Supervisors want staff to look into. If you're interested or if you think it's something we should just visit at a later date, just bringing a resident concern forward.

Mr. Realmuto: I have one question Christine. In your report, you mentioned that the resident indicated the cost to install a floating dock is approximately \$100 per foot. Did he have an estimate of how many feet it would be and what the total costs might be?

Ms. Wells: He did not. I didn't do any research. I didn't want to spend any time if the Supervisors, weren't interested in moving forward with it.

Mr. Costello: I think one of the biggest questions with that is what kind of permits we're going to need in order to do that because it is a body of water and there's so many

different agencies that probably come into that. It's not going to be an easy venture looking out as far as what we're going to have to do just in order to move forward with it.

Mr. Realmuto: Is there any liability concern with doing that and what we would need to do?

Ms. Wells: These are all good questions and I didn't do any research because if it's something that Supervisors want staff to move forward with, we do all that research and present you something or if it's something that you're not interested in at this time, we'll just defer and do it later.

Mr. Realmuto: My two cents would be that it's something that could be deferred at least until the end of the year, until we saw how we were doing budget-wise, and also no point in expending staff time and effort knowing we have a lot of other projects going on around here. That's not to say it's not something we might be interested in, but it seems this early in the budget year if this is just our first month and we have 12 months we need to get through.

Mr. Plummer: I think also to make a really informed decision, we need a little more discussion on location and actual cost and liability issues and those things. I think we're quite a distance from making an informed decision on that. I think tabling it until closer to the end of the year would be a wiser move.

Ms. Wells: We'll just start doing some investigation and come up with something to bring you guys.

Mr. Plummer: I don't know that we were committing to doing something. We were committed to looking at it.

Ms. Wells: To looking at it. Thank you. Good point. The next thing that I had on here was I just wanted to inform Supervisors about the bridal show we've scheduled for June 12th, 2022, working with the Special Events Coordinator to get that taken care of, I know you'd like that, Mike.

Mr. Costello: Do any of us look like we're going to be brides?

Ms. Wells: Nope. But you look like you want some money brought into the place. This is what this is going to do.

Mr. Costello: I'd love to see money brought in.

Mr. Plummer: Apparently, the fellow to the left of you could have used that facility.

Ms. Wells: He'd probably attend the bridal show ever to forcible by his wife. The next thing was just the project tracking lists. I wanted to just give Supervisors a couple of updates. We did receive the game room chairs. They are installed in the game room. Pressure washing and painting the Thompson Nursery Road caps. We just received notice that it's probably not going to be until the first of the year. He's very busy and getting things pushed back a lot. The handicapped door opener should be installed by the end of the month, just waiting on materials for that. The cooking oil spill in the East parking lot, we're working with our insurance company. They're in contact with the company and so we're progressing on that slowly but surely.

Mr. Costello: Has the oil company, have they continued to do business with us? Because I know the last time you said that they were backing off on doing business with us. The company that the oil spilled.

Ms. Wells: We attempted to resolve the issue with them and didn't get an appropriate response. We've contacted our insurance company who has taken over going after them at this time, coordinating that with them.

Mr. Costello: Okay.

Mr. Realmuto: But I believe Mike's question was about, in the meantime, do we have someone picking it up?

Mr. Costello: Exactly.

Ms. Wells: Yes. They picked up the oil.

Mr. Costello: Is it the same company?

Ms. Wells: Yes. Currently it is. I just had the handicap pool ramp, was the next thing on the agenda.

Mr. Plummer: Go ahead and talk about it.

Ms. Wells: There was a memo and pictures included in the agenda packet. This is for the handicap ramp we've talked about for a few years now. It's been on the budget. We did get a second quote from a contractor. This would be going from the restaurant patio to the outdoor pool deck. The pictures listed here gives you more of an idea of the location of where that is. But if you're looking out from the back of the restaurants, it's on the far left and it would be a new gate. The existing two gates would still be there. It is a project that is listed in the fiscal years 2020 and 2021. The amount budget was \$7,000. I

did want to note that this is not a requirement. We are in ADA compliance right now. It was just a request from a resident. The quotes that were included also, they do meet ADA requirements, if there ever are any ADA requirements coming down the road, the ramp we installed would be ADA compliant. It includes removal of the metal fence and papers, framing for the new ramp, installation of rubber curb protection, concrete completed to a light broom finish with stucco on the side and painted, and the installation of new galvanized handrail painted black and fabrication and installation of a new aluminum gate at the entrance. The new gate would be 48 inches wide. Heritage Service Solutions provided a quote and their quote was \$8,830. Leo's Construction also provided a quote for \$10,112. The difference in price; Leo's is going to do a custom railing that's concreted into the ramp. Heritage is going to be just attached at the top. I believe Leo's Construction is using fiber-filled concrete. That's the difference in price there.

Mr. Plummer: Questions?

Mr. Realmuto: I know Christine and I have talked about this offline, initially, my concern was the amount of space it would take away from the space for tables or deck chairs between it and the pool. That's why I wanted to see the diagram. If the diagram's correct, it appears to address that, I think there would be enough space to pass essentially between the pool, and where a chair or table might be. That's probably no longer a concern. Now, only another question is, our current gates can be very difficult for even someone who's not handicapped to navigate, and I'm wondering the practicality of someone being able to do that on a ramp, whether that's feasible, does that need to be addressed too? Someone in a wheelchair is going to have an impossible time trying to open the gate while their wheelchair is on a ramp?

Ms. Wells: Heritage Service Solutions included a push-button to get in which when he did that, I wanted him to check on that because I know we discussed changing the gate operations out there to make it more accessible. The gate would most likely open outward.

Mr. Realmuto: Onto the patio, the gate would not open?

Ms. Wells: It's something that needs to be addressed with the installation of this handicap ramp. But from what I've talked to the pool service company, there aren't too

many options out there as far as gate lock mechanisms that would maintain their compliance with the State of Florida.

Mr. Realmuto: Are you saying that the higher quote includes the push-button?

Ms. Wells: It does not. No. He would be installing the same type of gate operation that we have here.

Mr. Realmuto: One of the differences you mentioned was the fiber reinforced concrete, or if we were to go with the standard concrete to bring those two quotes more in line, how much that might reduce his quote by because they're only about \$1,000 apart?

Ms. Wells: I do not know. I just highlighted the differences between the two, but fiber definitely is a little bit more expensive.

Mr. Howison: You said a push-button for the gate, but does that comply with Florida statutes?

Ms. Wells: That's what I questioned him because I don't believe it does, and he has not responded to me yet. This has been a very difficult project. You would think it would not be just installing a handicap ramp, but it's been a very difficult project to get everything that needs to be done. When I questioned him about that, I made sure he knew it was leading to a pool, so he hasn't got back to me yet.

Male 5: With the regulations on the gate as far as being inaccessible to small children or whatever, you're a little bit limited with what you could do. Unfortunately, we're on the other scale of the little children, and sometimes, for older adults, it's difficult to navigate those walls. We're kind of in a Catch-22 to meet the requirements for the safety that the statutes require and find something that's at least for us to easily operate.

Ms. Wells: Leo's Construction, I know, did a lot of research on the ADA-compliant ramp. When I met with him here, he said those trigger words that let you know he's done ramps like this before. His recommendation of doing the same locking mechanism that we have here, I would tend to lean with just because we just did some research on the locking mechanisms here and a push-button was not an option.

Mr. Plummer: I wouldn't think it would be. It wouldn't serve the purpose. It would be easy for a child to open the gate by pushing it.

Mr. Realmuto: I don't want to get too much into the weeds, but wouldn't it be if it were melted at a high enough height, that's someone I don't know, hit with a cane or reach from a sitting position in the wheelchair?

Ms. Wells: Well, when we spoke to Kevin, he sent me the statute, and basically, you can do card access, you can press a code in, or you can do it with what we have out here with the options that he told me we could use. Again, this is not a requirement, it's a request from a resident. Putting the ramp as an ADA-compliant ramp is nice, but it's not a requirement.

Mr. Plummer: The restaurant patio is accessible at this point without the ramp?

Ms. Wells: It is. If you're coming from the parking lot here, you can go down the sidewalk. If you're coming from the pool, you do have to go out the main entrance and through the clubhouse to get to the restaurant, but it's still accessible.

Mr. Plummer: I think the project has some merit. I'm just wondering, at this point in time, where you want to go with it. But I think down the road, it's something we need to probably look at.

Mr. Howison: Maybe we'll look at it again here in a few months. Let's not forget about it because I agree, it's probably worthwhile.

Mr. Plummer: Is that the end of your report?

Ms. Wells: That's it.

Mr. Plummer: Thank you very much, Christine. We appreciate it.

Mr. Costello: I do have one question, ADA compliant, we had an issue with somebody who had hearing problems, and we had to bring people in for sign language.

Ms. Burns: Yes, we are providing that service now, and Christine is tracking the cost associated with that on the advice of counsel.

Mr. Costello: Yeah, more a matter of the fact that I'd never heard any result with it. As long as we're tracking it, we'll see where it goes and move on from there.

Mr. Realmuto: Thank you, but before you leave, just one other question regarding painting. It sounds like the contractor who's painting, what do we call him, on the outer fence moved that back another month. That's the same painting contractor we just approved painting the restaurant. Can we make sure that we let them know that's been approved and get on their schedule as early as possible? Also, I'd like to discuss the

logistics of having it painted. As we know, our restaurant is closed one day a week, essentially giving them from whatever time they start Monday until they open at 11:00 on Tuesday morning. I'd like to know if that's sufficient and if they couldn't handle the painting during that timeframe, so it does not cost the restaurant any revenue.

Ms. Wells: Sure. And I'll work with Annie to make sure that we have the best timeframe to do the painting. I reached out to Jimmy Bock, and I believe Annie reached out to another painting company as well. They both were able to do it in a timeframe where it would not interfere with business.

Mr. Realmuto: Okay, did we approve the actual quote, or you're going to come back to us for the approval of the painting quote. Since we had talked, and I think you only told me about the Jimmy Bock quote, I assume when approving we were approving that quote for \$4,500 that you presented. I just want to make sure we're not doing anything to delay it more than necessary.

Mr. Howison: That quote, that \$4,500, it wasn't from Jimmy. It was from Evans's painting. We've not used Evans before, but we did approve for a little higher amount if you're more comfortable with Jimmy, and he'd come down, but that's for you and the committee or for Harry and the committee to deal with.

Mr. Realmuto: Are we delegating our normal approval of quotes to this committee, or normally the quotes come in here?

Mr. Howison: No, what I mean, I know that we are familiar with Bock and Matt. They've painted in here before. That stays with the CDD.

Mr. Realmuto: Because we've used Bock many times before, I'm comfortable going with them, but now, I guess I want to actually see the quote.

Mr. Howison: There's a significant reduction in his cost. He was nearly \$1,000 higher when you include the panel, the facing of the raised area. If we were to eliminate that, then he's in the ballpark.

Mr. Realmuto: Maybe, Christine could do some negotiating and get him within the amount we approved and get it done by then, I'd be comfortable with that.

Mr. Costello: I think a lot of this, though, is the fact that we have quotes. They are not going to hold on to them. They're not going to honor these quotes indefinitely. Like I said, prices are rising. I haven't bought paint in a while, but I can only imagine that it's

gone up in price. We have to move forward as quickly as we can in order to get these projects done.

Mr. Krumrie: Let's try to reduce, not to exceed the amount.

Ms. Wells: Pardon me.

Mr. Krumrie: Let's try not to exceed the amount.

Ms. Wells: Not to exceed the 8,000?

Mr. Krumrie: That's for the overall project. But if they spend \$5,700 on a painter, we're going to pick something else, somewhere else. I don't know if the painters will go alongside. How about this? Let's approve it. Let's think about approving up to \$5,200, and if they don't want to come down, we'll have to go for the less amount then.

Ms. Wells: Out of the \$8,000, you want to approve up to \$5,200 for paint?

Mr. Plummer: I think the painting was \$4,500, wasn't it?

Ms. Wells: That's what I believe it was on the spreadsheet that Annie showed us.

Mr. Howison: Evans may be great. I don't know. It would be nice to know the details, and perhaps you can get a copy from Anne of her proposal from Evans because obviously, we want a decent quality paint and all that.

Mr. Plummer: All right. Thank you, Christine.

D. Operations Manager

Mr. Plummer: Matt, operations report, please.

Mr. Fisher: All right, Good afternoon. Included in the agenda packet is Operations manager's report. I will quickly start with the plant aquatics. Unfortunately there's a handful ponds that just are over taken by algae. Not necessarily overtaken, but a large amount of algae is present. We're working on a noted additional treatment plan for these ponds. This is the introduction of dyes and other treatments that are going to take care of the growth. I'll keep the Board updated on the progress of that. You guys already know there's no quick fix to treating algae. It's just an aquatic plant that is a nuisance to say the least, and the best way to treat it is consistency. As long as the weather holds up and it stays cool and sunny, it should take care of itself along with their every two-week treatment. But I'll keep you guys in tune of what's going on with that. As far as field services and maintenance, Jared and I did install two new throw rings with housing.

Housing is going to help preserve these throw rings from the weather and elements. We'd been replacing them more frequently. Hopefully this will keep them in satisfactory conditions for longer periods of time. There's two, one on the southern and northern end of the pool. Also, we did have a Contractor install the remaining light fixtures at the Veterans Memorial. There was three, that needed to be installed to complete the newer light fixtures out there. We had one that was LED, the other three were on their last legs. We got that taken care of. Also we did complete the stop bars painting on the palms. There were five stop bars that we did and was a breeze. We'll continue on that list and update you when we complete it. Just to follow up from last meeting concerning who owns those flags and sleeves in the ground, as soon as we get an e-mail back, I'd rather pull them out. They're the flags that are along Thompson Nursery Road there on the golf course. Some are flagless but they're poles.

Mr. Plummer: Most of the flags are gone.

Mr. Fisher: Yeah, exactly. We'll just see who owns them and I'll take them to the owner. Any questions?

Mr. Plummer: Regarding the stop line, it's great to see that the ones you have listed here that you got done already. I'd like to bring your attention to the stop lines on Dunmore and the intersection of Mulligan, that's a heavily trafficked area where some of them have almost disappeared so that should probably be given priority.

Mr. Fisher: Yeah. I was talking with Jared to come up with a game plan, and those we would probably have to bite the bullet and come in, on an evening on a weekend. It's heavily traffic and it's going to be a nightmare to do it during the week days. Unless we come in the evening on a week day, but I'll hash that out with him. We've already thought about that, and even I can't remember the stop bars on the intersection of Dunmore and Ashton Club. But if we ever ventured to do those, that's a heavy traffic area as well, but we got that noted. Any other questions?

Mr. Plummer: If not, thank you, Matt. Keep up the good work.

E. District Manager's Report

Mr. Plummer: Next on the agenda is the District Managers report.

Ms. Burns: I have nothing to report unless anybody has any questions.

NINTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

Mr. Plummer: Financial report, combined balance sheet.

Ms. Burns: Nothing in particular to point out if anybody has any questions, we'd be happy to answer them.

Mr. Howison: I have a comment on the balance sheet. If you look at the investments, basically, the assets, and cash, it looks to me like we're going to be running out of cash, if not totally running out of cash, but running out of cash under the general fund. We'll have to borrow some from the capital fund until taxes come in, right?

Ms. Burns: Sure. Yeah, we will look at that and see where we are. If we need to pull some before we get funds from the tax collector, that generally varies, but it's usually late November by the time we get those funds. So if we need to pull from capital, we just pull it over and transfer it right back.

Mr. Realmuto: For Supervisors and audience benefit, I just want to point out the numbers we have there are only as of the end of August. They do not represent the end of the fiscal year. So I guess we didn't have September's numbers in time for the agenda packet. Can we expect to have those in the next agenda packet for the end of the fiscal year?

Ms. Burns: Should be, yeah. I mean, it's not uncommon to have changes to those as we're still getting invoices in to close out the year. They may change after they're presented at that meeting, but yes.

Mr. Realmuto: Thank you.

B. Capital Projects Reserve Fund

C. Statement of Revenues, Expenditures, and Changes in Fund Balance

D. Approval of Check Run Summary

Ms. Burns: The check register is also included. That is the only item we need action on, if anybody has questions on those, I can answer them. Otherwise, we just need a motion to approve the check around the summer.

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

TENTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: The next item on the agenda is public comments.

Ms. Burns: I have one that was sent in, to Bob, that I will read now. It says, this is from Calvin Eakins, and says "Mr. Plummer, My name is Calvin Eakins and I'm the president of the Lake Ashton Pickleball Association. I have heard that there has been some discussion about use of the tennis courts at the clubhouse that are not being used. My request is that the CDD consider converting one tennis court into four pickleball courts. This can be done with repainting and installing four permanent nets. Pickleball is one of the fastest growing sports in America, especially among seniors Lake Ashton pickleball growth has grown exponentially. We now have a 187 dues paying members. We also have bottlenecks and long lines, wait times in the morning when everyone wants to play. We can use additional courts. Appreciate the CDD consideration to this matter regards Calvin Eakins."

Mr. Howison: Do we have the information regarding scheduling of the tennis court and so forth. How much is scheduled?

Ms. Wells: I can get some information. I don't have any with me right now.

Mr. Costello: I think that one person, as a matter of fact he was here before. I guess he left.

Mr. Plummer: That's Calvin.

Mr. Costello: That's Calvin. No. I was talking about Phil Hines.

Mr. Plummer: The tennis players.

Mr. Costello: He's left, but he's very big into tennis. He could probably give us a little bit more of an idea if there is a way that we could do this, and accommodate everybody.

Ms. Burns: Should we have staff look into it and bring some information back to the next meeting?

Mr. Plummer: I think there's several things to look into in regards to that is. Did you say the e-mail said four on one court? It seems like a lot. Calvin, if you want to come up to the mic. I'm just trying to wrap my head around four pickleball courts on a tennis court.

Mr. Eakins: By the way, I'm a certified pickleball instructor with the USA Pickleball Association. I know you can get four in a court because that was on the exam when I took the test. If you look at the Winter Haven tennis center, they have converted one of their tennis courts to a pickleball court. Yes, you can get four pickleball courts on one tennis court.

Mr. Howison: Does that then become permanently?

Mr. Eakins: Yes. Permanent. Which you kind of have the net there that serves as a backdrop. If you get four on each side then you have to put the backdrop on the other wall so you keep that net there. I just want to say to that, this is a growing trend that you see really across the country Winter Haven converted one of their tennis courts to pickleball courts, the Lake Wales Tennis center, they have repainted two of the lines there to accommodate pickleball because it's such a fast-growing sport. Quite honestly, you see that a lot of the tennis courts are kind of dying because as people get older, it's just harder to play tennis and a pickleball goes at a speed of one-third of the speed of a tennis ball and obviously the courts are much smaller. This is why they are making the request. We do have a lot of bottlenecks. If it comes to cost, we can certainly be considering doing that. The Pickleball Club, we've paid \$80,000 to build those four tennis bills for pickleball courts. We did that ourselves through fundraisers. We can certainly be accommodating when it comes to that. But really what we're asking for is to convert one of the tennis courts into four pickleball courts. It's really an easy process. It's just because it's the same surface, you just kind of repaint and put the nets up. Thanks for that.

Mr. Realmuto: Before you leave, Calvin, thank you for coming to us on this. I know last time this came up, it was somewhat controversial, at least with the tennis players. I think we would need to hear from them as well, but I want to be sure I understand what you're proposing or the offer. Essentially what I hear is you asking us for the space or permission to convert one tennis court, then you would do the fundraising necessary to pay for the painting or whatever revisions needed to be made.

Mr. Eakins: We can certainly assist in the fundraising, where we are asking for some help in regards to that too, but we understand the cost of doing that and we would do whatever we need to do to pitch in.

Mr. Howison: Roughly, what would be the cost of doing that?

Mr. Eakins: Yeah. It's about \$6,000.

Mr. Howison: Total?

Mr. Eakins: Yes.

Mr. Realmuto: Okay. How much did you all with the Pickleball Association raise for the other courts?

Mr. Eakins: We would pay at least half.

Mr. Realmuto: What I asked is, how much did the Pickleball Association raise to contribute to the tennis courts in Winter Haven? To the pickleball courts that you constructed in Winter Haven in total.

Mr. Eakins: We contributed, it was over \$80,000 and we did that through fundraisers. They did pay for the land at the CDD over there. They pay for the land, but the actual cost, we raised the money to pay for that.

Mr. Realmuto: Is there a reason? It sounds like the courts would be conservatively less on this side, I think you throw that figure of \$6,000.

Mr. Eakins: Yes. If we're building from scratch.

Mr. Realmuto: I'm just suggesting that the proposal might be more favorably received if the Pickleball Association was to do as they did it at Winter Haven and cover the cost, assuming we can work with the issues of tennis squares.

Mr. Eakins: We will do that. I'm not going to argue over \$6,000.

Mr. Plummer: I think what we need to do before we do anything else is do some research with our staff in a couple of areas. One is for them to see how the four courts work within one, so they understand that part. Also, we need to talk to the tennis folks and see what the impact there is, with that group and get their input as well. I think that's kind of where we are here. I don't think we're in a position to make a decision without some more data if you will.

Mr. Eakins: Yes, I understand. Thank you.

Mr. Plummer: Thanks for the email and we appreciate that. We will direct staff to try to draft some information so we can make an informed decision. Are there other comments?

Tom Schelling: Again, Tom Schelling, 3084. I must admit I was disappointed to see the exchange of venom of some Board members this morning. I think there are apologies that should be made, especially by you and I don't think that was appropriate at all. I would like to not see that again, and I would like to, if you do have differences of opinion, of a personal nature, you should resolve that before you come to the meetings. Don't tell me that Sunshine was preventing that because that's not true. Thank you.

Mr. Plummer: Any other comments, anything online? There's one more here.

Al Cooney (4303 Ashton Club Drive): I just appreciate the way all of you are watching our money. We may have some contesting going on up there, but that happens. I appreciate you watching the money, especially when we don't have a lot of money. That's all I have to say.

Mr. Plummer: Thank you.

Debbie: I just want to piggyback on what Al said, standing your guns and saying, "Hey, if we're going to do something, redesigning or redecorating the restaurant, stay within budget." I know it's taken me a while or two for my husband and I to save money to do some renovations. I appreciate you guys sticking to your gun and very disappointed that the committee pretty much was trying to give an ultimatum or they were going to quit. I don't get that, but thank you, guys.

Mr. Plummer: Thank you, Debbie. Seeing none other here and none online.

ELEVENTH ORDER OF BUSINESS

CLOSED Session of Board Discussion Regarding Security

Mr. Plummer: We have one other item to do and that's a closed session?

Ms. Burns: That's correct.

Mr. Realmuto: When are we going to handle Supervisor comments?

Mr. Plummer: It's after that. It is the next item after the closed session.

Mr. Realmuto: The folks here understand that we're going to be going into closed session, but any decisions that would be made, we'd be coming back out of closed session into a public session to actually do the vote. If you're concerned about what's happening, you might want to stick around that is the intent, right?

Ms. Burns: We can't take any votes in a closed session, so we're there to be any votes it would happen out here.

On MOTION by Mr. Plummer, seconded by Mr. Costello, with all in favor, Selecting Securitas and Sending Notice of Termination to Community Watch Solution, was approved.

TWELTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

**The recording did not restart after the meeting was reconvened. Due to a lack of recording, the remainder of the minutes are in summary form.*

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION B

Metz Culinary Management

Ops Statement

Date Range: 9/26/2021 to 10/23/2021

Report Group: Lake Ashton Community

Stores Reporting: 100%

Ops Configuration: **Default**

Budget Behavior: **Standard**

Just This Timeframe: **Yes**

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

Transaction Types: **ALL**

Fill Out Weeks: **No**

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

	Week 1 9/26-10/2		Week 2 10/3-10/9		Week 3 10/10-10/16		Week 4 10/17-10/23		PERIOD		BUDGET		VARIANCE B(W)		PERIOD PRIOR YEAR		VARIANCE B(W)	
SALES																		
RETAIL	\$9,629	60.8%	\$11,814	97.9%	\$10,607	112.0%	\$12,631	96.6%	\$44,681	88.6%	\$64,512	85.7%	(\$19,831)	(30.7%)	\$0	0.0%	\$44,681	0.0%
CATERING	\$6,207	39.2%	\$255	2.1%	(\$1,136)	(12.0%)	\$450	3.4%	\$5,776	11.5%	\$10,800	14.3%	(\$5,024)	(46.5%)	\$0	0.0%	\$5,776	0.0%
BOARD	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
FLEX	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
SUMMER	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
PROGRAM	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OTHER	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL SALES	\$15,836	100.0%	\$12,069	100.0%	\$9,471	100.0%	\$13,081	100.0%	\$50,457	100.0%	\$75,312	100.0%	(\$24,855)	(33.0%)	\$0	0.0%	\$50,457	0.0%
COST OF SALES																		
Dry Grocery	\$728	0.0%	\$380	0.0%	\$697	0.0%	\$465	0.0%	\$2,270	0.0%	\$4,075	0.0%	\$1,805	44.3%	\$0	0.0%	(\$2,270)	0.0%
Bakery	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$238	0.0%	\$238	100.0%	\$0	0.0%	\$0	0.0%
Dairy	\$113	0.0%	\$317	0.0%	\$269	0.0%	\$370	0.0%	\$1,069	0.0%	\$3,122	0.0%	\$2,053	65.8%	\$0	0.0%	(\$1,069)	0.0%
Produce	\$304	0.0%	\$326	0.0%	\$543	0.0%	\$233	0.0%	\$1,406	0.0%	\$2,622	0.0%	\$1,216	46.4%	\$0	0.0%	(\$1,406)	0.0%
Grocery	\$590	0.0%	\$528	0.0%	\$937	0.0%	\$543	0.0%	\$2,598	0.0%	\$3,575	0.0%	\$977	27.3%	\$0	0.0%	(\$2,598)	0.0%
Protein	\$702	0.0%	\$2,753	0.0%	\$1,457	0.0%	\$1,820	0.0%	\$6,731	0.0%	\$8,342	0.0%	\$1,611	19.3%	\$0	0.0%	(\$6,731)	0.0%
Beverages	\$942	0.0%	\$222	0.0%	\$104	0.0%	\$398	0.0%	\$1,667	0.0%	\$1,668	0.0%	\$2	0.1%	\$0	0.0%	(\$1,667)	0.0%
Misc. Cost	\$432	0.0%	\$712	0.0%	\$1,004	0.0%	\$0	0.0%	\$2,147	0.0%	\$2,073	0.0%	(\$75)	(3.6%)	\$0	0.0%	(\$2,147)	0.0%
Vending Supplies	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
C-Store Merchandise	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL COST OF SALES	\$3,811	24.1%	\$5,237	43.4%	\$5,012	52.9%	\$3,828	29.3%	\$17,888	35.5%	\$25,716	34.2%	\$7,827	30.4%	\$0	0.0%	(\$17,888)	0.0%
GROSS PROFIT	\$12,024	75.9%	\$6,831	56.6%	\$4,459	47.1%	\$9,254	70.7%	\$32,568	64.6%	\$49,596	65.9%	(\$17,028)	(34.3%)	\$0	0.0%	\$32,568	0.0%
PAYROLL																		
LABOR																		
MANAGEMENT	\$2,404	15.2%	\$2,404	19.9%	\$2,404	25.4%	\$2,404	18.4%	\$9,615	19.1%	\$9,615	12.8%	(\$1)	0.0%	\$0	0.0%	(\$9,615)	0.0%
HOURLY	\$4,478	28.3%	\$5,121	42.4%	\$3,510	37.1%	\$5,199	39.7%	\$18,308	36.3%	\$24,627	32.7%	\$6,320	25.7%	\$0	0.0%	(\$18,308)	0.0%
HOURLY DRIVERS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OVERTIME	\$306	1.9%	\$249	2.1%	\$0	0.0%	\$76	0.6%	\$631	1.3%	\$0	0.0%	(\$631)	0.0%	\$0	0.0%	(\$631)	0.0%
VAC/SICK/HOL	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CONTRACT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
BONUS	\$67	0.4%	\$67	0.6%	\$67	0.7%	\$67	0.5%	\$269	0.5%	\$481	0.6%	\$211	44.0%	\$0	0.0%	(\$269)	0.0%
TOTAL LABOR	\$7,255	45.8%	\$7,841	65.0%	\$5,981	63.2%	\$7,746	59.2%	\$28,823	57.1%	\$34,722	46.1%	\$5,899	17.0%	\$0	0.0%	(\$28,823)	0.0%
TAX & FRINGE																		
TAX & FRINGE	\$2,081	13.1%	\$2,245	18.6%	\$1,724	18.2%	\$2,218	17.0%	\$8,268	16.4%	\$9,924	13.2%	\$1,656	16.7%	\$0	0.0%	(\$8,268)	0.0%
TOTAL TAX & FRINGE	\$2,081	13.1%	\$2,245	18.6%	\$1,724	18.2%	\$2,218	17.0%	\$8,268	16.4%	\$9,924	13.2%	\$1,656	16.7%	\$0	0.0%	(\$8,268)	0.0%
TOTAL PAYROLL	\$9,336	59.0%	\$10,085	83.6%	\$7,705	81.4%	\$9,964	76.2%	\$37,091	73.5%	\$44,646	59.3%	\$7,555	16.9%	\$0	0.0%	(\$37,091)	0.0%
AFTER PRIME COSTS	\$2,688	17.0%	(\$3,254)	(27.0%)	(\$3,246)	(34.3%)	(\$710)	(5.4%)	(\$4,523)	(9.0%)	\$4,950	6.6%	(\$9,473)	(191.4%)	\$0	0.0%	(\$4,523)	0.0%

Metz Culinary Management

Ops Statement

Date Range: 9/26/2021 to 10/23/2021

Report Group: Lake Ashton Community

Stores Reporting: 100%

Ops Configuration: **Default**

Budget Behavior: **Standard**

Just This Timeframe: **Yes**

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

Transaction Types: **ALL**

Fill Out Weeks: **No**

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

	Week 1		Week 2		Week 3		Week 4		PERIOD		BUDGET		VARIANCE		PERIOD		VARIANCE	
	9/26-10/2		10/3-10/9		10/10-10/16		10/17-10/23						B/(W)		PRIOR YEAR		B/(W)	
<u>CONT. EXPENSES</u>																		
TELEPHONE/UTILITIES	\$0	0.0%	\$65	0.5%	\$0	0.0%	\$0	0.0%	\$65	0.1%	\$65	0.1%	\$0	0.0%	\$0	0.0%	(\$65)	0.0%
MENUS & PRINTING	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$57	0.1%	\$57	100.0%	\$0	0.0%	\$0	0.0%
LAUNDRY	(\$454)	(2.9%)	\$0	0.0%	\$454	4.8%	\$0	0.0%	\$0	0.0%	\$997	1.3%	\$997	100.0%	\$0	0.0%	\$0	0.0%
OFFICE SUPPLIES	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$250	0.3%	\$250	100.0%	\$0	0.0%	\$0	0.0%
UNIFORMS	\$81	0.5%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$81	0.2%	\$208	0.3%	\$127	61.1%	\$0	0.0%	(\$81)	0.0%
EQUIPMENT/SUPPLIES	\$26	0.2%	\$14	0.1%	\$80	0.8%	\$40	0.3%	\$160	0.3%	\$0	0.0%	(\$160)	0.0%	\$0	0.0%	(\$160)	0.0%
JANITORIAL/HAZARDOU	\$48	0.3%	\$144	1.2%	\$173	1.8%	\$125	1.0%	\$489	1.0%	\$594	0.8%	\$105	17.6%	\$0	0.0%	(\$489)	0.0%
DISPOSABLES	\$396	2.5%	\$142	1.2%	\$648	6.8%	\$319	2.4%	\$1,506	3.0%	\$1,201	1.6%	(\$305)	(25.4%)	\$0	0.0%	(\$1,506)	0.0%
REPAIRS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	100.0%	\$0	0.0%	\$0	0.0%
AUTO EXPENSE	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	100.0%	\$0	0.0%	\$0	0.0%
SERVICE CONTRACTS	\$86	0.5%	\$27	0.2%	\$27	0.3%	\$0	0.0%	\$139	0.3%	\$544	0.7%	\$405	74.4%	\$0	0.0%	(\$139)	0.0%
CONTRIBUTIONS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TRAVEL AND LODGING	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$1,300	9.9%	\$1,300	2.6%	\$0	0.0%	(\$1,300)	(185704	\$0	0.0%	(\$1,300)	0.0%
EQUIPMENT RENTAL	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$250	0.3%	\$250	100.0%	\$0	0.0%	\$0	0.0%
EMPLOYEE RECRUIT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$34	0.3%	\$34	0.1%	\$50	0.1%	\$16	32.6%	\$0	0.0%	(\$34)	0.0%
MISC EXPENSE	\$48	0.3%	\$0	0.0%	\$14	0.2%	\$0	0.0%	\$62	0.1%	\$368	0.5%	\$306	83.1%	\$0	0.0%	(\$62)	0.0%
POSTAGE	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
DUES & SUBS	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CREDIT CARD	\$314	2.0%	\$385	3.2%	\$337	3.6%	\$74	0.6%	\$1,110	2.2%	\$2,294	3.0%	\$1,184	51.6%	\$0	0.0%	(\$1,110)	0.0%
OVER / SHORT	\$0	0.0%	\$0	0.0%	\$0	0.0%	(\$115)	(0.9%)	(\$115)	(0.2%)	\$0	0.0%	\$115	0.0%	\$0	0.0%	\$115	0.0%
REFUSE/PEST	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
MARKETING/ADV/DECO	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$582	0.8%	\$582	100.0%	\$0	0.0%	\$0	0.0%
TOTAL CONT. EXPENSES	\$545	3.4%	\$776	6.4%	\$1,733	18.3%	\$1,776	13.6%	\$4,829	9.6%	\$7,459	9.9%	\$2,630	35.3%	\$0	0.0%	(\$4,829)	0.0%
PACE	\$2,143	13.5%	(\$4,030)	(33.4%)	(\$4,979)	(52.6%)	(\$2,486)	(19.0%)	(\$9,352)	(18.5%)	(\$2,509)	(3.3%)	(\$6,843)	272.7%	\$0	0.0%	(\$9,352)	0.0%
<u>NON-CONT EXPENSE</u>																		
Rent	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
CAM	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
LEASES	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TECHNOLOGY	\$62	0.4%	\$62	0.5%	\$62	0.7%	\$62	0.5%	\$248	0.5%	\$199	0.3%	(\$49)	(24.8%)	\$0	0.0%	(\$248)	0.0%
DEPRECIATION	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
GENERAL INSURANCE	\$100	0.6%	\$110	0.9%	\$99	1.1%	\$100	0.8%	\$409	0.8%	\$537	0.7%	\$128	23.8%	\$0	0.0%	(\$409)	0.0%
LICENSE/PERMITS/TAX	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$58	0.4%	\$58	0.1%	\$1,700	2.3%	\$1,642	96.6%	\$0	0.0%	(\$58)	0.0%
DEFERRED CONTRACT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
COMM / PROFIT	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
ROYALTIES/NAT'L ADV	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
OPENING EXP	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
INTEREST EXP	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%
TOTAL NON-CONT EXPENSE	\$162	1.0%	\$172	1.4%	\$161	1.7%	\$220	1.7%	\$715	1.4%	\$2,436	3.2%	\$1,721	70.7%	\$0	0.0%	(\$715)	0.0%
INCOME BEFORE FEES	\$1,981	12.5%	(\$4,202)	(34.8%)	(\$5,140)	(54.3%)	(\$2,706)	(20.7%)	(\$10,067)	(20.0%)	(\$4,945)	(6.6%)	(\$5,122)	103.6%	\$0	0.0%	(\$10,067)	0.0%
<u>OTHER FEES</u>																		
Mgmt/Admin Fees	\$1,458	9.2%	\$1,458	12.1%	\$1,458	15.4%	\$1,458	11.2%	\$5,833	11.6%	\$5,834	7.7%	\$1	0.0%	\$0	0.0%	(\$5,833)	0.0%
TOTAL OTHER FEES	\$1,458	9.2%	\$1,458	12.1%	\$1,458	15.4%	\$1,458	11.2%	\$5,833	11.6%	\$5,834	7.8%	\$1	0.0%	\$0	0.0%	(\$5,833)	0.0%
NET INCOME	\$522	3.3%	(\$5,660)	(46.9%)	(\$6,598)	(69.7%)	(\$4,164)	(31.8%)	(\$15,900)	(31.5%)	(\$10,779)	(14.3%)	(\$5,121)	47.5%	\$0	0.0%	(\$15,900)	0.0%



Billed to :
Lake Ashton

4141 Lake Ashton Club Dr.
Lake Wales, FL 33859

Invoice # 20771021
October-21

Invoice Date: 11/3/2021
Due Date: 11/13/2021

Total Amount Due

\$ 15,900.48

Service Dates : 09/26/2021 to 10/23/2021
Monthly Culinary Management Charges

Purchases

Dry Grocery	\$ 2,270.26
Bakery	\$
Dairy	\$ 1,068.97
Produce	\$ 1,405.61
Grocery-Refrigerated/Frozen	\$ 2,598.11
Meat-Pork/Beef	\$ 4,067.65
Poultry	\$ 1,365.95
Seafood	\$ 1,297.78
Beverages	\$ 1,666.79
Misc. Cost	\$ 2,147.33
Total Food	\$ 17,888.44
Telephone/Utilities	\$ 64.99
Menus	\$
Laundry	\$ -
Office Supplies	\$ -
Uniforms	\$ 81.00
Equipment/Supplies	\$ 159.79
Janitorial/Hazardous	\$ 489.00
Disposables	\$ 1,505.56
Repairs	\$ -
Auto Expense	\$ -
Service Contracts	\$ 139.10
Contributions	\$
Travel and Lodging	\$ 1,300.00
Equipment Rental	\$ -
Employee Recruitment	\$ 33.73
Misc. Expense	\$ 62.08
Postage	\$ -
Dues/Subscriptions	\$
Credit Card Fees	\$ 1,109.68
Over/Short	\$ (115.49)
Refuse/Pest Control	\$ -
Marketing/Advertising	\$
Technology Expense	\$ 248.32
Licenses	\$ 57.75
Total Other Operating Expenses	\$ 5,135.50

\$ 23,023.95

Labor

Management Payroll	\$ 9,884.64
Management Benefits	\$ 2,965.39
Total Management Labor	\$ 12,850.03
Base Payroll (Hourly)	\$ 18,938.36
Taxes/Benefits (Hourly)	\$ 5,302.74
Total Hourly Labor	\$ 24,241.10
Contract Labor (Other)	\$ -

\$ 37,091.13

Fees, Investments & Adjustments:

Management/Administrative Costs	\$ 5,833.32
Opening Expense	\$ -
General Liability Insurance	\$ 408.88

\$ 6,242.20

Sales:

Retail Sales	\$ (44,680.98)
Inside Catering	\$ (4,486.28)
Outside Catering	\$ (1,289.54)

\$ (50,456.80)

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

Total \$ 15,900.48

Thank you for your business

SECTION C

Ashton Tap & Grill Financials

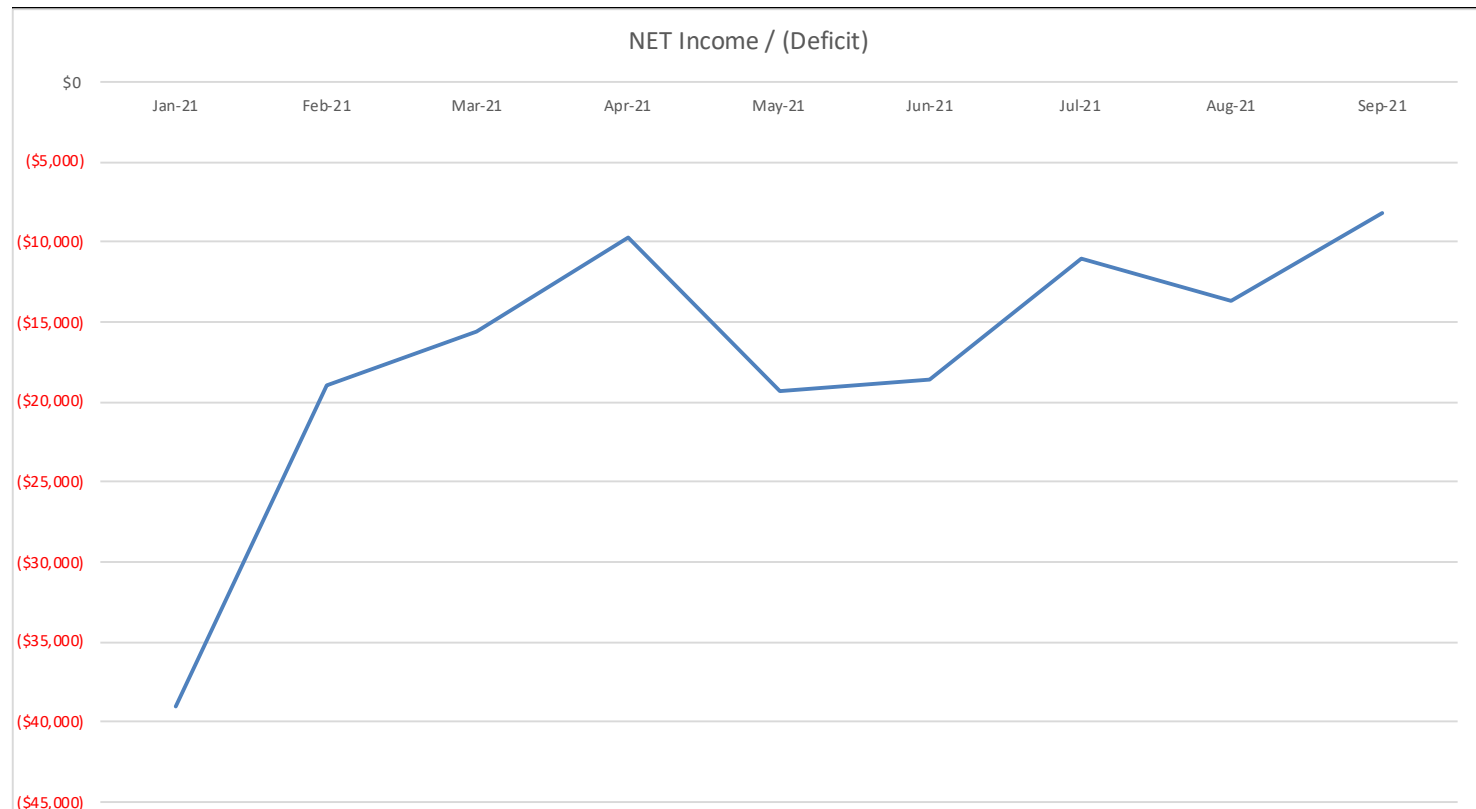
Monthly Invoiced Revenue & Expenses (financials from Monthly Invoice / guest count from weekly reports)

ACTUAL Dec'20 to Sep'21

Month	Retail Sales	Catering / Other	Total Revenue	Guest Count	Avg. Guest Check	Total Purchases (inc. COS)	Food (COS)	COS %	Total Labor	Labor %	Other Expense	Total Expense	NET Income / (Deficit)	NET Income / (Loss) %
Dec-20	\$33,009	\$0	\$33,009	1815	\$18.19	\$47,122	\$17,253		\$51,152		\$6,583	\$104,857	(\$71,848)	
Jan-21	\$69,995	\$4,025	\$74,021	4492	\$15.58	\$42,552	\$26,821	36.2%	\$63,854	86.3%	\$6,641	\$113,048	(\$39,027)	-52.7%
Feb-21	\$61,951	\$3,507	\$65,458	4067	\$15.23	\$32,467	\$22,523	34.4%	\$45,503	69.5%	\$6,437	\$84,406	(\$18,948)	-28.9%
Mar-21	\$97,371	\$4,732	\$102,104	6380	\$15.26	\$51,589	\$38,868	38.1%	\$59,470	58.2%	\$6,675	\$117,734	(\$15,630)	-15.3%
Apr-21	\$80,284	\$2,857	\$83,141	5148	\$15.60	\$42,111	\$29,094	35.0%	\$44,320	53.3%	\$6,405	\$92,836	(\$9,696)	-11.7%
May-21	\$62,021	\$5,845	\$67,866	4136	\$15.00	\$38,075	\$28,830	42.5%	\$42,691	62.9%	\$6,370	\$87,136	(\$19,270)	-28.4%
Jun-21	\$67,205	\$8,664	\$75,869	4210	\$15.96	\$43,096	\$26,470	34.9%	\$44,932	59.2%	\$6,415	\$94,443	(\$18,574)	-24.5%
Jul-21	\$44,176	\$10,750	\$54,926	2841	\$15.55	\$24,915	\$19,760	36.0%	\$34,813	63.4%	\$6,240	\$65,967	(\$11,041)	-20.1%
Aug-21	\$40,331	\$11,041	\$51,372	2547	\$15.83	\$23,720	\$18,718	36.4%	\$35,088	68.3%	\$6,234	\$65,041	(\$13,669)	-26.6%
Sep-21	\$48,562	\$14,805	\$63,367	2940	\$16.52	\$27,307	\$19,817	31.3%	\$37,979	59.9%	\$6,274	\$71,560	(\$8,193)	-12.9%
FY2021	\$604,907	\$66,226	\$671,133	38,576	\$17.40	\$372,953			\$459,801		\$64,275	\$897,029	(\$225,896)	-33.7%
Oct-21			\$0		#DIV/0!			#####		#####		\$0	\$0	#DIV/0!
FY2021	\$0	\$0	\$0	0	#DIV/0!	\$0	\$0	#####	\$0		\$0	\$0	\$0	

OCTOBER INVOICE NOT RECEIVED as of 11/08/21. Will be updated when monthly invoice is received from Metz

Note: Only the restaurant operating budget is included in these figures. Amenity support (equipment, improvements, maintenance, repairs, utilities) is not included.



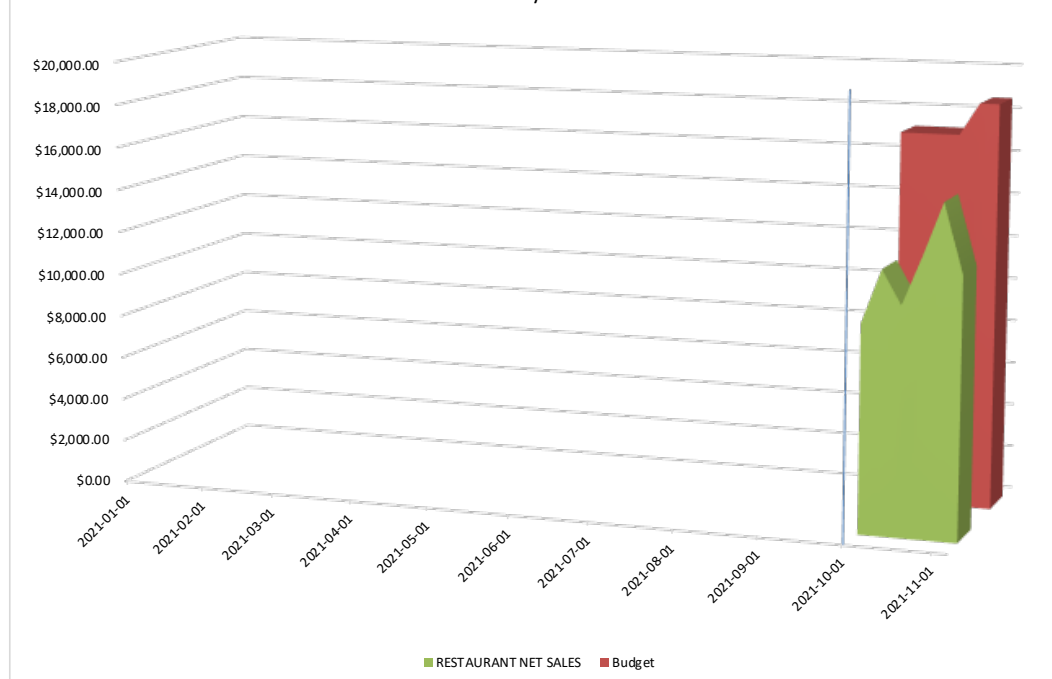
Ashton Tap and Grill

Weekly

Retail Sales (provided weekly by General Manager)

Week Ending	Guest Count	Guest Average	GROSS SALES	DISCOUNT \$	RESTAURANT NET SALES	NET SALES PER DAY	Budget	Budget vs. Sales
2020-12-19	913	\$18.26	\$16,673.06	\$0.00	\$16,673.06	\$2,381.87	\$15,600.00	\$1,073.06
2020-12-26	902	\$17.41	\$16,774.71	\$1,070.58	\$15,704.13	\$2,243.45	\$15,600.00	\$104.13
2021-01-02	1,207	\$17.22	\$21,827.67	\$1,045.65	\$20,782.02	\$2,968.86	\$18,200.00	\$2,582.02
2021-01-09	1,166	\$14.23	\$17,506.24	\$912.06	\$16,594.18	\$2,370.60	\$18,200.00	(\$1,605.82)
2021-01-16	965	\$14.78	\$15,258.48	\$995.02	\$14,263.46	\$2,037.64	\$18,200.00	(\$3,936.54)
2021-01-23	1,154	\$15.72	\$19,307.60	\$1,161.60	\$18,146.00	\$2,592.29	\$18,200.00	(\$54.00)
2021-01-30	1,052	\$16.21	\$18,245.22	\$1,189.07	\$17,056.15	\$2,436.59	\$18,200.00	(\$1,143.85)
2021-02-06	1,013	\$15.41	\$16,729.95	\$1,119.81	\$15,610.14	\$2,230.02	\$18,200.00	(\$2,589.86)
2021-02-13	916	\$14.15	\$13,747.18	\$781.55	\$12,965.63	\$1,852.23	\$15,600.00	(\$2,634.37)
2021-02-20	1,086	\$16.73	\$19,191.11	\$1,024.84	\$18,166.27	\$2,595.18	\$18,200.00	(\$33.73)
2021-02-27	1,163	\$16.11	\$19,825.86	\$1,091.60	\$18,734.26	\$2,676.32	\$18,200.00	\$534.26
2021-03-06	1,201	\$15.08	\$19,011.97	\$901.65	\$18,110.32	\$2,587.19	\$18,200.00	(\$89.68)
2021-03-13	1,250	\$14.82	\$19,400.15	\$871.35	\$18,528.80	\$2,646.97	\$18,200.00	\$328.80
2021-03-20	1,544	\$15.33	\$24,528.63	\$866.05	\$23,662.58	\$3,380.37	\$18,200.00	\$5,462.58
2021-03-27	1,222	\$15.44	\$19,626.25	\$754.09	\$18,872.16	\$2,696.02	\$18,200.00	\$672.16
2021-04-03	1,487	\$15.10	\$23,299.41	\$838.63	\$22,460.78	\$3,208.68	\$18,200.00	\$4,260.78
2021-04-10	1,513	\$16.86	\$26,102.73	\$588.95	\$25,513.78	\$3,644.83	\$18,200.00	\$7,313.78
2021-04-17	1,221	\$15.02	\$19,063.76	\$721.92	\$18,341.84	\$2,620.26	\$18,200.00	\$141.84
2021-04-24	927	\$14.94	\$14,407.69	\$557.14	\$13,850.55	\$1,978.65	\$18,200.00	(\$4,349.45)
2021-05-01	1,273	\$14.08	\$18,644.88	\$715.23	\$17,929.65	\$2,561.38	\$17,444.00	\$485.65
2021-05-08	979	\$14.19	\$14,636.04	\$739.81	\$13,896.23	\$1,985.18	\$16,912.00	(\$3,015.77)
2021-05-15	953	\$18.38	\$18,241.13	\$720.38	\$17,520.75	\$2,502.96	\$23,100.00	(\$5,579.25)
2021-05-22	931	\$14.12	\$14,217.21	\$1,067.74	\$13,149.47	\$1,878.50	\$16,912.00	(\$3,762.53)
2021-05-29	933	\$14.44	\$14,022.73	\$551.20	\$13,471.53	\$1,924.50	\$16,912.00	(\$3,440.47)
2021-06-05	804	\$15.72	\$12,995.01	\$358.57	\$12,636.44	\$1,805.21	\$16,912.00	(\$4,275.56)
2021-06-12	912	\$14.89	\$14,104.66	\$526.93	\$13,577.73	\$1,939.68	\$16,912.00	(\$3,334.27)
2021-06-19	679	\$15.33	\$11,047.80	\$637.00	\$10,410.80	\$1,487.26	\$16,912.00	(\$6,501.20)
2021-06-26	882	\$15.50	\$14,335.78	\$663.35	\$13,672.43	\$1,953.20	\$16,912.00	(\$3,239.57)
2021-07-03	674	\$15.30	\$10,703.86	\$392.67	\$10,311.19	\$1,473.03	\$16,912.00	(\$6,600.81)
2021-07-10	673	\$16.67	\$11,411.81	\$194.68	\$11,217.13	\$1,602.45	\$20,608.00	(\$9,390.87)
2021-07-17	727	\$15.26	\$11,371.62	\$274.80	\$11,096.82	\$1,585.26	\$16,912.00	(\$5,815.18)
2021-07-24	767	\$15.97	\$13,101.58	\$851.48	\$12,250.10	\$1,750.01	\$16,800.00	(\$4,549.90)
2021-07-31	684	\$15.23	\$10,916.41	\$496.41	\$10,420.00	\$1,488.57	\$16,800.00	(\$6,380.00)
2021-08-07	612	\$16.81	\$10,438.70	\$152.17	\$10,286.53	\$1,469.50	\$16,800.00	(\$6,513.47)
2021-08-14	676	\$16.06	\$11,146.42	\$291.76	\$10,854.66	\$1,550.67	\$16,800.00	(\$5,945.34)
2021-08-21	575	\$15.42	\$9,140.85	\$275.84	\$8,865.01	\$1,266.43	\$16,800.00	(\$7,934.99)
2021-08-28	568	\$16.26	\$9,472.69	\$235.60	\$9,237.09	\$1,539.52	\$16,800.00	(\$7,562.91)
2021-09-04	578	\$17.03	\$10,203.18	\$357.01	\$9,846.17	\$1,641.03	\$16,800.00	(\$6,953.83)
2021-09-11	602	\$15.96	\$9,866.65	\$256.57	\$9,610.08	\$1,601.68	\$16,800.00	(\$7,189.92)
2021-09-18	577	\$17.98	\$10,533.98	\$158.42	\$10,375.56	\$1,729.26	\$16,800.00	(\$6,424.44)
2021-09-25	615	\$16.24	\$10,050.47	\$65.06	\$9,985.41	\$1,664.24	\$16,800.00	(\$6,814.59)
FY2021 YTD	38,576	\$15.67	\$631,131.13	\$26,474.24	\$604,656.89		\$719,360.00	(\$114,703.11)
2021-10-02	620	\$15.39	\$9,875.28	\$333.66	\$9,541.62	\$1,590.27	\$17,196.00	(\$7,654.38)
2021-10-09	717	\$16.73	\$12,452.09	\$458.62	\$11,993.47	\$1,998.91	\$17,196.00	(\$5,202.53)
2021-10-16	699	\$14.95	\$10,827.47	\$378.39	\$10,449.08	\$1,741.51	\$17,196.00	(\$6,746.92)
2021-10-23	802	\$15.79	\$13,164.14	\$497.68	\$12,666.46	\$2,111.08	\$17,196.00	(\$4,529.54)
2021-10-30	953	\$15.83	\$15,624.14	\$534.56	\$15,089.58	\$2,514.93	\$18,648.00	(\$3,558.42)
2021-11-06	651	\$18.35	\$12,162.05	\$214.35	\$11,947.70	\$1,991.28	\$18,648.00	(\$6,700.30)
FY2022 YTD	4,442	\$16.14	74,105	2,417	\$71,687.91		\$106,080.00	(\$34,392.09)

Weekly Sales



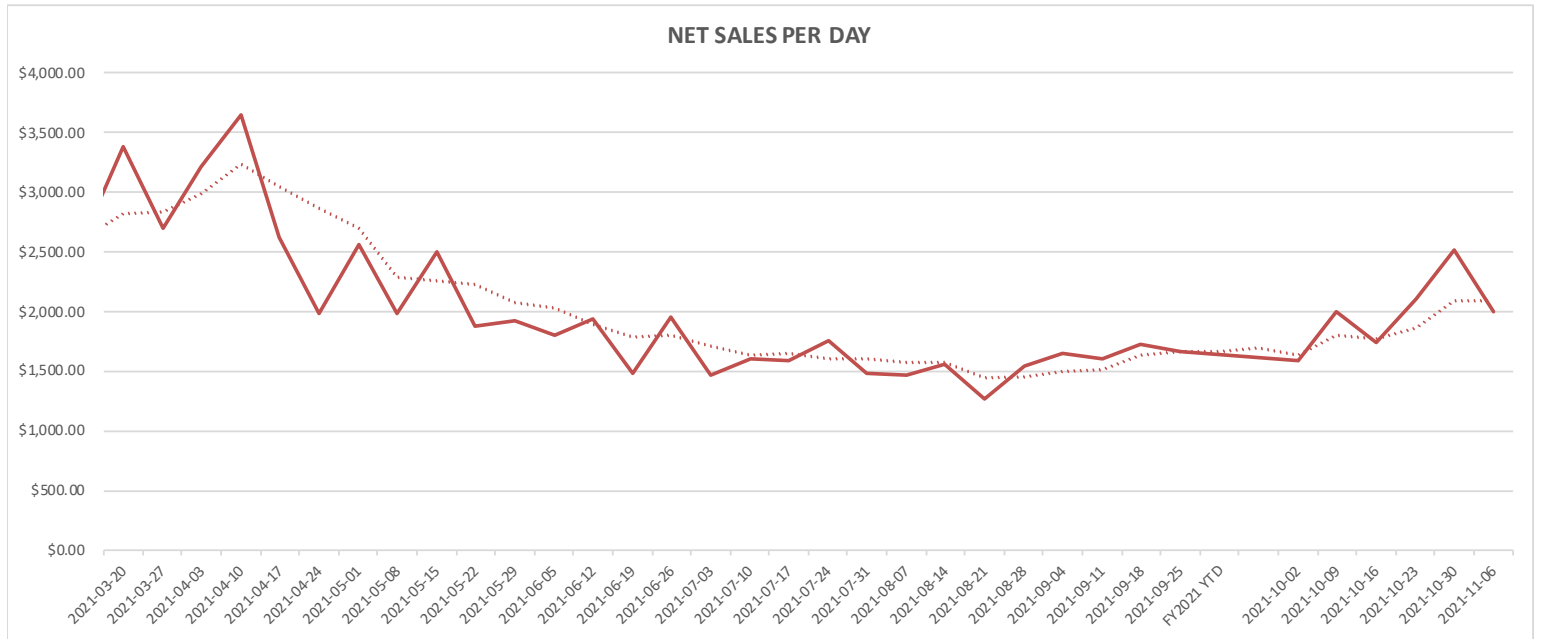
Ashton Tap and Grill

Day of Week Averages January 2021 - June 2021

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

July 2021 - October, 2021

DAY	Guest Count	Guest Average	GROSS SALES	DISC.	NET SALES	Daily Average	Observations
SUN	2,214	\$16.34	37,836	1,655	36,181	\$2,128	Sundays are still the best day, but difference over Wednesday and Friday is declining
MON	693	\$14.29	11,766	4,864	9,902		Closed Mondays starting 8/23/21 (included in September monthly)
TUE	1,765	\$13.26	24,092	682	23,410	\$1,377	Tuesdays and Thursdays are consistently the worst days.
WED	1,842	\$16.50	30,883	493	30,390	\$1,788	Wednesdays are now the 2nd best day
THU	1,304	\$15.99	21,129	273	20,856	\$1,227	Tuesdays and Thursdays are consistently the worst days.
FRI	1,789	\$16.86	30,448	294	30,154	\$1,774	Fridays have declined to the 3rd best day
SAT	1,559	\$18.03	28,532	419	28,113	\$1,654	Saturdays Daily AVG has declined from 3rd best to 4th
	11,166	\$16.03	\$184,677	\$5,671	\$179,006	\$1,627	Average Daily Revenue decline of 32.4% from first half of the year



SECTION VII

SECTION A



Thank You

SECTION C

SECTION 1

DISTRICT MANAGEMENT AGREEMENT
BETWEEN LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
GOVERNMENTAL MANAGEMENT SERVICES- SOUTH FLORIDA, LLC

THIS AGREEMENT, made and entered into on this 27 day of February, 2006 by and between the Lake Ashton Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as "**DISTRICT**", and Governmental Management Services-South Florida, LLC, a Florida limited liability company hereinafter referred to as "**MANAGER**" whose address is 5701 N. Pine Island Road, Suite 370, Ft. Lauderdale, Florida 33321.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing non-exclusive management, accounting and administrative consulting services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and

WHEREAS, the **MANAGER** desires to assist the **DISTRICT** with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

COMPENSATION

1. The **DISTRICT** hereby engages the **MANAGER** for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. Thereafter, the **DISTRICT** agrees to compensate the **MANAGER** in equal monthly installments as evidenced by the budget adopted by the **DISTRICT**. The total and cumulative amount of this contract shall not exceed the amount of funds annually approved by the **DISTRICT** for the services described herein. In addition, the **DISTRICT** agrees to compensate **MANAGER** monthly for reimbursable expenses incurred during the performance of this contract, including, but not limited to, postage for vendor payments and correspondence, overnight mailing of agenda packages and photo copying costs and other reasonable out-of-pocket expenses incurred by **MANAGER** on behalf of the District.

TERMINATION

3. This Agreement may be terminated as follows:
 - a. Upon notice by the **DISTRICT** for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by **MANAGER**, unless Paragraph "c" of this section applies.
 - b. Upon the dissolution or court-declared invalidity of the **DISTRICT**; or
 - c. By either party, for any reason, upon 60 days written notice to the other party. Should this Agreement be terminated, **MANAGER** will take all reasonable and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee within 30 days.

SERVICES

4. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
5. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having a conflict of interest shall be employed by **MANAGER** to perform any function under this Agreement.
7. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail within thirty (30) days of receipt of notification by the **MANAGER** if, in the opinion of the **DISTRICT**, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under terms of this

Agreement. This Agreement does not prohibit the **MANAGER** from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The **MANAGER** warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the **MANAGER** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the **MANAGER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The **DISTRICT** acknowledges that the **MANAGER** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.
12. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Polk County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the **DISTRICT** shall be mailed to:

Lake Ashton Community Development District
5701 N. Pine Island Road, Suite 370
Ft. Lauderdale, Florida 33321
Attn: District Chairman

With copies to:
Shuffield, Lowman & Wilson, P.A.
Gateway Center
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attn: Jan Albanese Carpenter, Esq.

Governmental Management Services-South Florida, LLC
5701 N. Pine Island Road, Suite 370
Ft. Lauderdale, Florida 33321
Attn: Richard Hans

14. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
15. No amendments and / or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. The **DISTRICT** will consider management fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the next twelve (12) month period. If market conditions or additional services do not warrant an adjustment to the annual fee, compensation to the **MANAGER** shall not increase annually beyond a rate equal to any percentage increase in the Consumer Price Index. Such evidence of price adjustments will be by approval by the **DISTRICT** of its adopted Fiscal Year Budget.
16. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by the **MANAGER** (Governmental Management Services-South Florida, LLC), with offices located at 5701 N. Pine Island Road, Suite 370, Ft. Lauderdale, FL 33321. Any changes to the position of primary **MANAGER** shall be effected only on the approval of the **DISTRICT**.

17. Insurance Requirements. The **MANAGER** shall obtain and keep in force, at **MANAGER'S** expense, all of the insurance policies listed below. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the **DISTRICT**. The **MANAGER** shall furnish certificates of insurance to the **DISTRICT**, prior to the commencement of the services to be performed by **MANAGER** hereunder, naming the **DISTRICT** as an additional insured, and the **MANAGER** shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the **MANAGER** has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the **DISTRICT**. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The **MANAGER** shall provide worker's compensation coverage for all employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The **MANAGER** shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The Contractor agrees to acquire and maintain such other insurance as may be reasonably required by the **DISTRICT** during the term of this Agreement.

18. Indemnification. The **MANAGER** agrees to indemnify, save harmless and defend the **DISTRICT**, their officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the **DISTRICT**, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) the **MANAGER'S** breach of any term or provision of this Agreement, or (ii) any

negligent or intentional act or omission of the **MANAGER**, its agents, employees or sub-contractors, in the performance of this Agreement. The **MANAGER'S** obligations to indemnify the **DISTRICT** shall include, but not be limited to, the **DISTRICT'S** Board Members, agents and assigns, and any obligation(s) of the **DISTRICT** to indemnify any party are limited to the extent allowed by law. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

19. **DISTRICT** is a Community Development District. **MANAGER** acknowledges that the **DISTRICT** is a local unit of special purpose government created pursuant to and governed by the Polk County Board of County Commissioners, in accordance with the Uniform Commercial Development District Act of 1980, Chapter 190, and Florida Statutes. **MANAGER** agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the **DISTRICT** and the **MANAGER**. **MANAGER** understands and agrees that all documents of any kind provided to the **DISTRICT** in connection with this Agreement are public records and are treated as such in accordance with Florida law.

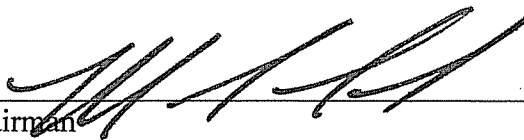
No Waiver of Sovereign Immunity. **MANAGER** agrees that nothing in this Agreement shall constitute or be construed as a waiver of the **DISTRICT'S** limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

Assignment. The rights and obligations of the **DISTRICT**, as defined by this Agreement, shall inure to the benefit of and shall be binding upon the successors and assigns of the **DISTRICT**. There shall be no assignment of this Agreement by the **MANAGER**, without the approval of the **DISTRICT**.

IN WITNESS WHEREOF, the Board of Supervisors of the Lake Ashton Community Development District has made and executed this Agreement on behalf of the **DISTRICT** and the **MANAGER** have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above.

**BOARD OF SUPERVISORS LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

By: 
Chairman

**GOVERNMENTAL MANAGEMENT
SERVICES-SOUTH FLORIDA, LLC**

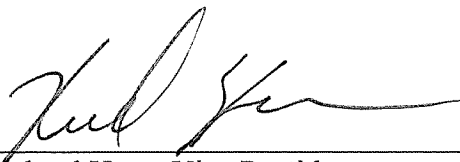
By: 
Richard Hans, Vice President

EXHIBIT "A"

The following standard services are proposed under the management agreement between Governmental Management Services-South Florida, LLC ("Manager") and the Lake Ashton Community Development District ("District"). Manager will provide such necessary services (and any additional services required) to ensure the District operates in accordance with all applicable Statutes, Laws, Rules and Regulations governing operation of the District.

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors Meetings including landowners meetings
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community
- Review and approve agenda's for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Transcribe all regularly scheduled Board of Supervisors Meetings including landowners meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors Meeting
- Ensure compliance with all administrative statutes affecting the District which includes but not limited to:
 - Transmit registered agent information to DCA and local governing authorities
 - File Ordinance/Rule creating District to DCA within 30 days after creation
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year

EXHIBIT "A"

Administrative Services Cont'd

- Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records
- Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District which include but are not limited to:
 - Organizational Meeting Notice
 - Annual Meeting Notice
 - Landowners Meeting within 90 days of creation
 - Public Hearing to adopt annual budget
 - Public Hearing to adopt assessments
 - Request For Proposal for engineering services
 - Public Hearing to adopt general and procedural rules
 - Public Hearing to adopt Chapter 197, Florida Statutes Resolution

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Accounts Payable and presentation to Board of Supervisors for approval or ratification
- Prepare annual budget for manager's review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 12 month's after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies

EXHIBIT "A"

Accounting and Financial Reporting Services Cont'd

- Prepare annual public depositor report
- Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District which includes liability, property, workers compensation, etc.

Compensation

The above outlined services will be provided for the fixed annual fee of \$50,000 per year paid in equal monthly payments plus reimbursable expenses, reimbursables include, but are not limited to the following: postage, courier services, printing, copying, binding, computer services, rentals and leases, and public records storage.

Additional services, such as those listed below, are available from GMS upon request. A service package can be tailored to you're specific needs.

Other Services

- Maintenance Contract Administration - Negotiable based on contract amounts. Supervision of field operations and maintenance
- Bond Issuance – \$12,500 Per Issue.
- Assessment Methodology Preparation - \$15,000
- Construction Accounting - \$2,500 During construction period.
- Annual Assessment Administration – Included -Coordinate with the Property Appraiser and Tax Collector in the preparation of the annual tax roll. Certification of the annual tax roll. Provide direct invoicing to lot owners if required.
- Collection Agent - \$50 per closing for prepaid assessments collected on closing statement. -Collection and distribution of prepaid assessments, prepare release of liens, maintenance of assessment lien book, and customer service. For short term bonds only.

Int. 

SECTION 2

14

**ON-SITE MANAGEMENT AGREEMENT
BETWEEN LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC**

14 THIS ON-SITE MANAGEMENT AGREEMENT (the "Agreement") is made and entered into on this day of May, 2011, by and between the Lake Ashton Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, hereinafter referred to as "District", and Governmental Management Services-Central Florida, LLC, a Florida limited liability company, hereinafter referred to as "Manager", whose address is 13574 Village Park Drive, Suite 265, Orlando, Florida 32837.

WITNESSETH:

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, by the City of Lake Wales, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, among other things, the District owns and operates certain community and recreational facilities and improvements within the District (collectively, the "Facilities"); and

WHEREAS, the District desires to utilize the services of the Manager for the purpose of providing non-exclusive, on-site management and recreational programming services for the Facilities and the District's residents, as required to meet the needs of the District during the term of this Agreement; and

WHEREAS, the Manager desires to assist the District with such matters and provide the requested services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services.** The District hereby engages the Manager to provide the services and functions described in the Scope of Services document attached hereto as Exhibit "A" and incorporated by reference herein (wherein the Manager is referred to as the "Contractor"). An exhibit to the Scope of Services also sets forth the job descriptions of the employees Manager is to provide in accordance with this Agreement.

2. **Term.** The initial term of this Agreement shall begin on May 16, 2011 and shall end on September 30, 2012 (the "Initial Term"). However, upon the expiration of this Initial Term and all subsequent terms, and without the need for any further documentation by the parties hereto, this Agreement shall automatically renew for one (1) year extensions (collectively, the "Subsequent Terms") unless terminated by either party hereto in accordance with the terms of this Agreement (the Initial Term and the Subsequent Terms shall collectively be referred to herein as the "Term" of the Agreement).

3. Compensation.

a. Generally (except for amounts paid with respect to the Operations Manager and any operating costs, as both are described herein), compensation to the Manager from the District shall be calculated based on hourly wages paid to Manager's employees for actual hours worked under this Agreement (Manager shall be responsible for all other costs and benefits associated with, or provided to, employees including, but not limited to, payroll taxes, workers' compensation, health and dental insurance, vision benefits, and sick/holiday/vacation time). Actual wages paid to Manager's employees for hours worked shall be charged to the District on a direct cost basis times the applicable multiplier as set forth below:

<u>Position</u>	<u>Status</u>	<u>Multiplier</u>
Community Director	Full-time	1.5
Assistant Community Director	Full-time	1.5
Activities Desk	Full-time	1.5
Activities Desk	Part-time	1.25
Maintenance	Full-time	1.5
Maintenance	Part-time	1.25

In addition to the positions set forth above, Manager shall also provide an Operations Manager at a cost to the District of \$25,000 (which amount shall not be subject to a multiplier) for the first twelve months of the Initial Term, and on a pro-rated basis of that amount for the remainder of the Initial Term. Notwithstanding anything contained herein, the total compensation paid to Manager during the first twelve (12) months of the Initial Term of this Agreement (excluding operating costs, as described below) shall not exceed \$278,045.

b. Following the expiration of the Initial Term, and for all Subsequent Terms, the District agrees to compensate the Manager in accordance with the terms and provisions of this Agreement, and the maximum compensation (to include hourly employees and the Operations Manager, but excluding operating costs) for each Subsequent Term shall be set by the District's adoption of its annual budget for that corresponding fiscal year. The total and cumulative amount paid under this Agreement for the services described herein during each Subsequent Term shall not exceed the amount of funds the District has approved in its annual budget for the corresponding fiscal year, and may in fact be a lesser amount depending on the number of employees retained and the actual number of hours worked.

c. During the Term of this Agreement, and in the month immediately following its termination, Manager shall, on the fifteenth (15th) day of each calendar month, deliver to the District an Invoice, in such form and with such detail or back-up material as the District reasonably requires, for services rendered to the District (and related costs) in the preceding month. Provided that the Manager has strictly performed all of its obligations and duties under the Agreement, the District shall pay such Invoice within thirty (30) days from receipt of said Invoice, or within thirty (30) days after District receives any reasonable documentation it has requested in order to verify the amount owed, whichever is later.

4. Operating Costs. The District shall be responsible for all costs associated with the operation and management of the Facilities (except those relating to Manager's employee compensation, benefits, etc.)

including, but not limited to, copy machine lease(s); operating, office and copier supplies; website maintenance; scheduling software, newsletter costs; computers; contingencies; and other reasonable out-of-pocket expenses incurred by Manager on behalf of the District. However, the District shall receive all revenue generated by advertisement space sold in the newsletter.

5. Termination. This Agreement may be terminated by any of the following methods:

a. Upon the District's written notice to the Manager for "good cause", which shall include the Manager's misfeasance, malfeasance, nonfeasance or dereliction of duties.

b. By either party hereto, for any reason, or no reason whatsoever, upon sixty (60) days written notice to the other party.

Should this Agreement be terminated for any reason, Manager will take all reasonable and necessary actions to transfer all the books and records of the District in its possession in an orderly fashion to the District or its designee within thirty (30) days of such termination.

6. Insurance Requirements. The Manager shall obtain and keep in force, at Manager's expense, all of the insurance policies listed below. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the District. The Manager shall furnish certificates of insurance to the District, prior to the commencement of the Services to be performed by Manager hereunder, naming the District as an additional insured, and the Manager shall maintain such insurance policies in full force and effect. Each certificate shall clearly indicate that the Manager has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and that there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

a. Comprehensive General Liability. The Manager shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$2,000,000 combined single limit.

b. Worker's Compensation. The Manager shall provide worker's compensation coverage for all employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.

c. Other Insurance. The Manager agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

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

of this Agreement. The Manager's obligations to indemnify the District shall include, but not be limited to, the District's Board Members, agents and assigns, and any obligation(s) of the District to indemnify any party are limited to the extent allowed by law. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

8. No Waiver of Sovereign Immunity. Manager agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, as amended, or other statutes or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. Manager's Representations.

a. The signature on this Agreement by the Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.

b. The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, *Florida Statutes*. The Manager further represents that no person having a conflict of interest shall be employed by Manager to perform any function under this Agreement.

c. The Manager shall promptly notify the District in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Manager may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion by certified mail within thirty (30) days of receipt of notification by the Manager if, in the opinion of the District, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Manager under terms of this Agreement. This Agreement does not prohibit the Manager from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

d. The Manager warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the Manager any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

e. The Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

f. The Manager hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

10. Manager's Compliance with All Laws.

a. At all times, Manager shall operate in accordance with all applicable statutes, regulations, rules, ordinances and orders, and all such health, safety, fire and emergency requirements. Manager shall procure, in advance of providing the Services, all required permits and/or licenses reasonably required to perform the Services contemplated under the Agreement.

b. Manager hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Manager or its Work performed under the Agreement, at Manager's sole cost and expense, and Manager will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Manager, unless specifically instructed by the District that it intends to contest such orders or requirements and that Manager shall not comply with the same. Manager shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

11. Status of District. Manager acknowledges that the District is a local unit of special purpose government created pursuant to and in accordance with the Uniform Commercial Development District Act of 1980, Chapter 190, *Florida Statutes*. Manager agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the District and the Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and are treated as such in accordance with Florida law.

12. Employees; Manager's Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any of the Manager's employees, or of entities retained by Manager, are the sole responsibility of Manager. Manager shall fully comply with all applicable acts and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Manager shall be an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Manager. Manager has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District without the District's consent.

13. Notices. All notices required to be delivered under this Agreement or under applicable law shall be personally delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the third business day following dispatch. Notices shall be delivered to the following addresses, which may be changed from time to time upon written notice to the other party:

If to District: Lake Ashton Community Development District
5701 N. Pine Island Road, Suite 370
Ft. Lauderdale, Florida 33321
Attn.: District Chairman

With copies to: Latham, Shuker, Eden & Beaudine, LLP
111 North Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attn.: Jan Albanese Carpenter, Esq.

If to Manager: Governmental Management Services-Central Florida, LLC
13574 Village Park Drive, Suite 265
Orlando, Florida 32837

14. Miscellaneous Provisions.

a. Ownership of Books and Records. Any books, documents, records, correspondence or other information kept or obtained by the District or furnished by the District to Manager in connection with the services contemplated herein and/or District's Facilities and any related records are property of the District.

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

c. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under 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 hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court in Polk County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

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

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

f. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect. If any one or more of the covenants, agreements or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

g. Assignment. The rights and obligations of the District, as defined by this Agreement, shall inure to the benefit of and shall be binding upon the successor and assigns of the District. There shall be no assignment of this Agreement by the Manager without the express written approval of the District.

h. Time of the Essence. Time is of the essence of this Agreement.

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

IN WITNESS WHEREOF, the Board of Supervisors of the Lake Ashton Community Development District has made and executed this Agreement on behalf of the District, and the Manager has, by an authorized person or agent, hereunder set their hand and seal on the date and year first above.

ATTEST:

By: [Signature]
Secretary/Asst. Secretary

LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

By: [Signature]
Jake Eaton
Chairman, Board of Supervisors

WITNESSES:

[Signature]
Print: Stacy M. Vanderbilt
[Signature]
Print: MELISSA SARDI

GOVERNMENTAL MANAGEMENT
SERVICES - CENTRAL FLORIDA, LLC
a Florida limited liability company

By: [Signature]
Print: George S. Fiol
Title: Vice-President

EXHIBIT "A"

SCOPE OF SERVICES

LAKE ASHTON CDD

ONSITE MANAGEMENT AND RECREATIONAL PROGRAMMING

SCOPE OF SERVICES

1 GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services at the hours and days requested by the Owner.

1.2 Key Personnel

All Work shall be managed and/or directed by key personnel identified in the proposal. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees. Contractor shall provide one (1) Community Director who is knowledgeable of the Contractor's daily activities when performed at the site. This Director shall serve as the point of contact between the Owner and Contractor. The Director shall be responsible for coordinating all scheduled services with the Owner. The Director shall be responsible for overseeing all on-site management personnel and managing contracts for property and gate attendants, landscape maintenance and aquatic maintenance. Should a problem arise, the Community Director shall present the problem to the Owner for direction.

1.2.1 The Contractor shall provide staff for the following responsibilities:

Community Director, Assistant Community Director, Operation Manager, Activities Assistant(s), and Clubhouse Maintenance Worker(s). Job Descriptions for these positions are attached as Exhibit A.

At the Owner's option, Contractor may be asked to provide a part-time pool attendant. A job description for the optional pool attendant is contained in Exhibit A.

Staff listed above, with the exception of the Operation Manager, shall be exclusively assigned to the Owner's property. Staff shall not be assigned to duties outside of the Owner's property without the written consent of the Owner.

1.2.2 Contractor's duties

In addition to the responsibilities found in section 3 of this scope of services, the following duties are required of the Contractor:

- Tactfully communicate with residents regarding issues handled by the Contractor
- Investigate and resolve complaints from residents
- Understand and ensure compliance with federal, state and local legislation relevant to Community Development District and planned communities
- Assume responsibility for operations and maintenance of all amenities including, but not limited to community pool, fitness center, bowling alley, cinema, and clubhouse
- Assume responsibility for operations and maintenance of all common areas
- Assume responsibility for management of the gate and property attendants, landscape maintenance and aquatic management contracts
- All aspects of the product ordering process
- Attend and speak at periodic orientation meetings, if directed
- Attend weekly staff meetings to discuss upcoming events and pertinent issues
- Maintain contact with the Owner on an as needed basis
- Coordinate all scheduled services with the Owner
- Implement and maintain a safety program for the staff and residents

- Gather feedback from residents and guests and create improvement plans based on feedback
- Ensure accurate records are maintained for insurance purposes
- Oversee front office personnel and clubhouse maintenance personnel
- Oversee ballroom rental process, working with clients, drafting contracts, collecting fees, and gathering feedback from events
- Work closely with resident organizations for the planning and executing of social events
- Propose and facilitate sponsorship and marketing opportunities for vendors
- Layout, design and maintain tickets, seating charts and other activities materials
- Maintain promotional flyers and registrations at activities desk
- Consult with staff and others in government and private organizations to discuss issues, coordinate activities and resolve problems
- Promote Lake Ashton by writing and distributing media releases
- Coach resident members to assume leadership roles; oversee volunteer management
- Review, approve and present reports, studies and research relating to operational effectiveness
- Administer, interpret and explain policies, rules, regulations and laws
- Assist in the development of operating and capital expense budget as directed
- Maintain excellent level of resident service and satisfaction

- Accept payments and make deposits on behalf of owner
- Schedule property attendants to be on site during rental periods as needed
- Schedule and promote feature films and special movie presentations

Owner reserves the right to adjust these requirements as needed.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees communicate and interact with the Lake Ashton community and any other customer/party associated with the Lake Ashton Project, are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules, safety training, safety evaluations, safety operations, and procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping. It is mandatory all employees have adequate safety knowledge and demonstrate ability to abide by the safety program. Once an employee has completed safety training, the contractor should provide training certificates for each employee.

1.6 Hurricane Preparedness Plan

Within 30 days after the signing of this contract, Contractor shall prepare and submit a Hurricane Preparedness Plan to the Board of Supervisors for review.

Plan shall include all necessary details and procedures to be taken by

Contractor for the protection of District property, structures, and equipment in the event of a hurricane *warning* being issued for the Lake Wales area. The Board shall review this plan at its next regularly scheduled meeting, amend and/or accept it, and return it to the Contractor for potential implementation.

In the event that actual implementation becomes necessary, all justifiable and reasonable additional costs to the Contractor shall be reimbursed pursuant to the Contract provisions.

1.7 Facility Location

The Owner shall only provide office space on the Project Site for the Contractor as part of this Scope of Services.

1.8 Document Control and Data Maintenance

The Contractor shall keep accurate records of all incidences that occur while on duty, documents received, and if applicable, issued by this Contractor. A "document log" shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated daily.

1.9 Liability Insurance

Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain: Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of \$2,000,000.00 respectively, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services from or out of any act or omission of Contractor, its officers, directors, agents, and employees.

2 COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the Owner on a quarterly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule, and budget status. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two (2) working days prior to the date of each meeting. The

Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a "need-to-know." The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the Board of Supervisors meetings as needed. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement; moreover, prepare status reports for the Board.

2.2 Contractor's Community Director

Contractor shall designate a Community Director who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on an as needed basis, between the Owner and the Contractor. This individual shall be responsible for maintaining the Contractor's schedule of activities, events, recreational programming, wellness functions, and group travel; overseeing media management including newsletter, cable channel, website, community meetings, media relations, community relations as well as facilitating positive relationships with vendors and other stakeholders. The Director should also oversee volunteer management.

2.3 Contractor's Operations Manager

Contractor shall designate an Operations Manager that will work in conjunction with the Community Director on issues dealing with operation and maintenance of the Owner's assets. The following services are provided to ensure the proper operation of the District: provide maintenance contract administration for landscaping and aquatic management contracts; coordinate with clubhouse maintenance workers to address maintenance issues and ensure personnel are carrying out their responsibilities; respond to resident and Board of Supervisors inquiries regarding Maintenance Operations; coordinate and implement maintenance projects throughout the community; perform weekly daytime and night time site visits to ensure community is properly maintained; Other services as required by the Board of Supervisors to ensure satisfactory operations.

3 SCHEDULED OPERATIONS

3.1 Activities

Contractor shall provide social, wellness, and entertainment activities on a weekly and monthly basis. The Contractor will be responsible for the research,

production, scheduling, organization, promotion, and monitoring of a broad range of activities for the residents of the Lake Ashton community. At the end of each activity, the Contractor should gather feedback from prospective and current residents. Evaluate effectiveness of each activity, compile, and implement improvement plans for future activities. The Contractor shall develop and design promotional flyers, seating charts and other materials for specific activities. The activities desk will provide information, registration of activities and attend to the needs of residents. The activities desk staff should answer telephone calls, process incoming and outgoing mail and electronic mail for the community. A schedule of activities must be kept current for Lake Ashton and posted in proper locations within the community. There will be a monthly calendar for the residents printed and included within the monthly newsletter and available copies maintained at the activities desk. Activity rooms will be scheduled, designed and setup prior to each activity. Files of activities will be kept and maintained at the activities desk. A representative from the activities desk should attend the weekly community meeting to present upcoming activities, share ideas for new activities and gather suggestions from residents for future activities. Knowledge of the audio/video equipment in the clubhouse; furthermore, training volunteers and staff of the equipment is required.

3.2 Events

The Contractor shall develop, schedule, promote, plan and facilitate all events for Lake Ashton. Events will include banquets, fundraisers, marketing, financial, seminars, corporate meetings, community, social, educational, medical and receptions. At the end of each event, the Contractor should gather feedback from prospective and current residents. Evaluate success of each event, staff and other resources; furthermore, compile, and implement improvement plans for future events. The Contractor shall develop and design promotional flyers, seating charts and other materials for special events. Knowledge of the audio/video equipment in the ballroom and the cinema is required; furthermore, training volunteers and staff of the equipment is required. The Contractor will be responsible for ensuring that the recreation center is secure and locked down on a nightly basis. The clubhouse will be open for residents, guest, and potential residents during the following times 6:00 a.m. to 10:00 p.m., seven (7) days per week.

3.3 Website

The Lake Ashton website is the responsibility of the Contractor. The Contractor will supervise, collaborate, design and maintain the content of the website. At all times the website content should contain promotional data, marketing for the community, community amenities, community information, special events, activities and location. In addition, the contractor is expected to

maintain all the technical aspects of the website while implementing new material, graphics and updating content. A representative from the website should attend the community meeting, present ideas, and attain information to be included in the website.

3.4 Cable Channel

The Lake Ashton local access cable channel is the responsibility of the Contractor. The Contractor will supervise, collaborate, design and maintain the content of the local access cable channel. At all times the local access cable channel content should contain promotional data, marketing for the community, community amenities, community information, special events, activities and location. In addition, the contractor is expected to maintain all the technical aspects of the local access cable channel while implementing new material, graphics and updating content. A representative from the cable channel should attend the community meeting, present ideas, share and attain information to be included in the cable channel.

3.5 Newsletter

The Lake Ashton newsletter is the responsibility of the Contractor. The Contractor will supervise, design, edit and maintain the content of the newsletter. Publishing of the newsletter will be the responsibility of the Contractor. The Contractor should locate a local printing company to produce and distribute the newsletter. At all times the newsletter content should contain promotional data, marketing for the community, community amenities, community information, special events, activities. In addition, the contractor is expected to maintain all the technical aspects of the newsletter while implementing new material, graphics and updating content. The Contractor must maintain a current mailing list of newsletter seasonal and permanent resident subscribers. A representative from the newsletter should attend the community meeting, present ideas, share articles and attain information to be included in the newsletter.

3.6 Community Meetings

The Contractor will schedule community meetings. The purpose of these meetings is to highlight and outline the activities provided by Lake Ashton Community Development District for the Lake Ashton residents. These meetings shall also serve as an orientation time for new residents to the community. Contractor's staff should present activities and information about Lake Ashton, community events, and provide thorough and logical answers to resident questions. Representatives from each facility should be available to

present new programs within the community for residents to participate.

3.7 Contract Management

The Contractor will be solely responsible for managing the contracts of the Lake Ashton Community Development District to include the provision of gate and property attendants, landscape maintenance, aquatic maintenance, janitorial, pool cleaning and other services as required.

3.8 Maintenance

Contractor will be responsible for minor repair and maintenance of facilities including, but not limited to, the following: replacing light bulbs, fluorescent tubes, and ballasts; cleaning vents, screens, and filters, replaces HVAC filters; collecting and removing waste and trash; inspecting restrooms and replenishes supplies; lubricating locks, hinges, and hardware; performing routine wall and paint touch up, repaint/refinish small areas; monitoring daily ongoing operation of all building systems including HVAC, life safety, plumbing, and security, and performs minor maintenance and repairs as necessary; refinishing doors and woodwork as directed; replacing worn, broken, cracked, discolored, faded, or abraded flooring/ceiling tile; setting up/taking down furniture and equipment for events as directed; inspecting work of contract cleaning crew and performs routine cleaning tasks as assigned; performing plumbing, HVAC, electrical, and other minor repairs as directed.

4 ADMINISTRATION/OPERATIONS PROGRAM

The program shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services.

4.1 Administration

The administrative section of the document shall, at a minimum, address those functions, which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below. Organizational charts for administrative management functions include key personnel names, job titles, and phone numbers.

Policies and procedures related to the Contractor's program for

communications with the Lake Ashton community relative operations and customer service.

Personnel policies and procedures related to the Contractor's personnel performing services on the Lake Ashton site.

5 BASIS FOR COMPENSATION AND PAYMENT

It is anticipated that the Owner and Contractor would enter into a lump sum contract whereby the Contractor would be paid in monthly installments.

6 RESPONSE TIME

The Contractor shall provide services within the amount of time indicated in the Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

6.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all request, and inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory and operating personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner should, at the Contractor's sole expense, provide the requested services.

END OF SCOPE OF SERVICES

SECTION D

RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE LAKE ASHTON COMMUNITY DEVELOPMENT
DISTRICT APPROVING AN AMENDED BUDGET FOR
FISCAL YEAR 2021 AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2020-06, the Lake Ashton Community Development District Board (the “Board”) adopted a Budget for Fiscal Year 2021; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2021.

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

1. The Budget for Fiscal Year 2021 is hereby amended and restated as set forth on the Fiscal Year 2021 Amended Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 15th DAY OF NOVEMBER 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE
LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By:_____

Its:_____

Lake Ashton
Community Development District
Budget Amendment
Exhibit A
FY 2021

General Fund

<u>Category</u>	<u>Current Budget</u>	<u>Proposed (Increase/ Decrease)</u>	<u>Amended Budget</u>
<u>Revenues</u>			
Newsletter Ad Revenue	\$70,000	\$27,300	\$97,300
Carry forward Surplus	\$57,271	\$114,452	\$171,723
Total Revenues		<u>\$141,752</u>	
<u>Expenditures</u>			
Engineering Fees	\$40,000	\$31,871	\$71,871
Newsletter Printing	\$35,000	\$7,459	\$42,459
Cart Path & Bridge Repairs	\$7,000	\$17,611	\$24,611
Water Damage Repairs	\$0	\$84,811	\$84,811
Total Expenditures		<u>\$141,752</u>	

Lake Ashton
Community Development District
 Budget Amendment
 Exhibit B
FY 2021

Enterprise Fund

Category	Current Budget	Proposed (Increase/ Decrease)	Amended Budget
<u>Revenues</u>			
Retail Sales	\$0	\$604,907	\$604,907
Catering	\$0	\$45,562	\$45,562
Vending Commissions	\$0	\$919	\$919
Other Catering Sales	\$0	\$19,745	\$19,745
Contribution (Metz)	\$0	\$36,748	\$36,748
Total Revenues		\$707,881	
<u>Expenditures</u>			
<i>Purchases:</i>			
Food	\$0	\$248,155	\$248,155
Disposables	\$0	\$16,338	\$16,338
Equipment	\$0	\$10,761	\$10,761
Cleaning	\$0	\$4,286	\$4,286
Other Operating Supplies	\$0	\$93,412	\$93,412
<i>Labor:</i>			
Management Payroll & Benefits	\$0	\$149,045	\$149,045
Base Payroll (Hourly)	\$0	\$240,825	\$240,825
Base Taxes/Fringe	\$0	\$67,431	\$67,431
Contract Labor (Other)	\$0	\$2,500	\$2,500
<i>Fees, Investment & Adjustments:</i>			
Management/Administrative Costs	\$0	\$58,333	\$58,333
Service Contract	\$0	\$0	\$0
General Liability Insurance	\$0	\$5,942	\$5,942
Depreciation/Amortization	\$0	\$0	\$0
Total Expenditures		\$897,029	
<u>Other Sources and Uses</u>			
Interfund Transfer (In)	\$0	\$189,147	\$189,147
Total Other Sources and Uses		\$189,147	

Lake Ashton
Community Development District
Budget Amendment
Exhibit C
FY 2021

Capital Projects Fund

<u>Category</u>	<u>Current Budget</u>	<u>Proposed (Increase/ Decrease)</u>	<u>Amended Budget</u>
<u>Revenues</u>			
Transfer from Reserves	\$0	\$189,147	\$189,147
Total Revenues		<u>\$189,147</u>	
<u>Other Financing Sources</u>			
Interfund Transfer	\$0	(\$189,147)	(\$189,147)
Total Other Sources and Uses		<u>(\$189,147)</u>	

SECTION VIII

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by: Christine Wells – Community Director

Meeting Date: November 15, 2021

Events and Activities

Season is definitely upon us and staff has planned a plethora of activities and events for residents.

On December 10 residents will be able to celebrate different holidays around the world without leaving Lake Ashton. Tickets are \$30 each and the event will feature authentic holiday music from various countries throughout the world in addition to samplings from a holiday table in Italy, Kenya, Columbia, America, Israel and Canada. Residents have until December 3 to purchase tickets.

The season ticket renewal period is complete and staff is looking forward to welcoming new season ticket holders to purchase tickets **November 16 - December 10**. Individual tickets will be available starting **December 14**, if available.



From the 2020 Entertainment Series: The Doo Wop Reunion, is rescheduled to **March 3, 2022**. Celebrate is rescheduled to **April 1, 2022**. Individual tickets are on sale now. Limited tickets are available.



LA CRUISE-IN
DECEMBER 11
10 AM — 1 PM

START YOUR ENGINES AND ROLL ON DOWN TO THE CLUBHOUSE WEST PARKING LOT FOR:

- **CLASSIC & MODERN CARS**
- **LIVE MUSIC**

PRIZES AWARDED FOR:
BEST CLASSIC (PRE-1979)
BEST MODERN (POST-1979)
CROWD FAVORITE

SIGN YOUR CAR UP AT THE CLUBHOUSE ACTIVITIES DESK AND INDICATE IF YOU WANT YOUR CAR TO BE JUDGED. PARKING WILL ONLY BE AVAILABLE IN THE EAST PARKING LOT & GOLF CART PARKING WILL BE IN THE CIRCLE DRIVE

The following additional activities and classes are planned for November and December 2021:

November 8: Flu Shots by Walgreens

November 9: Home Improvement Expo

November 10: Cupcake Exchange

November 10: Chef's Special Cooking Class

November 16: Electronic Recycling

November 17: Clubhouse Fitness Center Orientation

November 19: Free Pontoon Boat Rides (Sold Out)

November 29: Outdoor Menorah Lighting

December 3: Holiday Wine Glass Painting

December 7: Fabric Origami Ornament Making Class

December 8: L.A.C.E.S (Lake Ashton Continued Education Series) with UF IFAS – Beyond Quinoa

December 9: Christmas Card Making Class

December 10: Holidays Around the World

December 11: Car Show

December 13: Ugly Sweater Contest, Holiday Sock Exchange, and Gingerbread House Contest.

December 15: CPR Class with Polk County Fire Rescue

December 15: Faith Xtreme Christmas Concert

December 31: New Year's Eve Masquerade

Red Rooster Produce & Baxter Quality Meats are in the Clubhouse West Parking Lot Wednesdays 1 to 3 pm (1st, 2nd, 4th Wednesdays) 10 am to 2 pm (3rd Wednesday during the Monthly Market)

The Lake Wales Library Bookmobile is in the Clubhouse west parking lot on November 10 and 24, 9:30 am to 4:30 pm (closed for lunch 12:30 to 1:15 pm)



HAPPY HANUKKAH

Hanukkah begins the evening of Sunday, November 28 and ends the evening of Monday, December 6. Everyone is welcome to celebrate

Hanukkah, which is Hebrew for "dedication," and also known as the Festival of Lights, by coming to an outdoor Menorah Lighting, November 29 at 5:30 pm in the Clubhouse West Parking Lot. This is presented by the Chabad Jewish Center.

Bus Trips Scheduled:

Nov 27 – Dec 3: Marvelous Myrtle Beach

Dec 5-11: Nashville & Memphis "Country Christmas". Small World Tours released tours for 2022 at Monday Coffee on October 25. Residents are able to purchase trips at this time for January – June 2022.

NOVEMBER'S EVENTS

Wine Tasting Event - Call for Reservations
November 3rd

Join Us For Our Cooking Class
November 10th

Thanksgiving Dinner - Reservations Only
November 24th

Weekly Entertainment Includes:

- November 5th - Karaoke with Wayne
- November 7th - Sunday Funday with McKinzie
- November 12th - Karaoke with Wayne
- November 14th - Carlos and Company
- November 19th - Karaoke with Wayne
- November 21st - Rick Arnold
- November 26th - Karaoke with Wayne
- November 28th - Randy Sullens

ASHTON TAP & GRILL WILL BE SELLING PIES FOR THE HOLIDAYS. ASK A TEAM MEMBER FOR MORE DETAILS.
www.ashtontapandgrill.com

Ashton Tap and Grill:

- The advertisement to the left was included in the November edition of the LA Times showcasing entertainment at the Restaurant for the month of November.
- The advertisement to the right, advertising the December Chef's Special Cooking Class was also included in the newsletter.
- Thanksgiving dinner will be served all day November 24 at Ashton Tap & Grill. Menu: turkey, ham, mashed potatoes, gravy, green beans, stuffing, cranberry sauce, and slice of pie. \$19.99/person. Reservations only. Call 863-324-5810.

CHEF'S Special COOKING CLASS

December 8 at 5 pm

Pulled brisket tacos with a key lime sorbet that will cool your margarita

\$15 per person

The class is reserved for the first 32 residents to sign up at the Clubhouse Activities Desk

- Ashton Tap & Grill will be closed November 25, December 25, and January 1.



Newsletter:

The November Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on October 29.

This issue featured a cover thanking Veterans in honor of Veteran's Day on November 11 (left) and the back cover featured the Holidays Around the World event on December 10 (right). The distribution



date for the December newsletter will be on **Wednesday, December 1.**

Monday Coffee:

The Shufflin' Squares group is selling donuts and coffee for \$2.

November 22: Calvin Eakins and Bob LeMaster Talk about Their Biking Adventures!

November 29: Marsha Faux, Polk County Property Appraiser

December 6: Winter Haven Economic Development Council – Brian Lyon

December 13: Lake Ashton's Holiday Extravaganza and the Ritz Theatre

There will be no Monday Coffee on **November 15 and December 20** due to the Board of Supervisors Meeting and **December 27** due to the Christmas Holiday.

Items for Supervisor Consideration and Follow-Up from Previous Board of Supervisors Meeting(s):

- The handrail that was approved at the October meeting has been installed at the west entrance. Picture on right.
- Supervisor Costello and staff set up a meeting with Phil Hines to discuss the possibility of converting one tennis court into 4 pickleball courts but before the meetings occurred Mr. Eakins sent a letter rescinding his request. It was noted that a survey was conducted by Mr. Hines of the current tennis players and this was not favorable to the group.
- Staff has received 2 quotes for the Restaurant awning project and is waiting on a third quote. Quotes will be presented at the November 15 meeting.
- Staff has received one quote for a security golf cart. Additional quotes will be presented quotes for the Supervisor consideration to purchase a security golf cart at the November 15 meeting.



- A quote for the clean-up of the old driving which is located near hole number 5 on the East Golf Course is included in the agenda for Supervisor consideration. Here is an overview of the area.



- Staff is seeking approval to surplus the following inventory items:

- Salad Bar



- Pool Lift (parts that can be used on the existing lift will be harvested for potential future use before being disposed of)



- Smoker's Outposts (5)



- Chandeliers (7)



Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Clubhouse Projects							
Installation of Replacement Pool Lift	NTE \$5,000		10/18/2021	Upon Arrival		Ordered on 11/8/21. Will be installed once it arrives	11/8/2021
Restaurant Redesign Project	NTE \$8,000		10/18/2021			Includes removal of the chandeliers, painting the walls and baseboards, installation of bar and side lighting, and recovering the acoustic panels. Painting has been scheduled and chandeliers will be removed on 11/8/21	11/8/2021
Handicap Door Opener	NTE \$1,200		7/19/2021		by 11/30/21	Installation has been delayed and will now take place before the end of the month. Contractor was delayed so it was not able to be installed by 10/31/21	11/8/2021
Pressure Wash and Paint Thompson Nursery Road Caps	\$7,895.00		9/20/2021	1/15/2022		Contractor was contacted and informed staff they will not be able to start the project until after the 1st of the year	11/8/2021
Horseshoe Pit Refurbishment	NTE \$750		8/16/2021		by 11/30/21	Staff conducted a planning meeting with the resident that has volunteered his time to assist with the refurbishment project. The goal is to complete the refurbishment by end of November	11/8/2021
LAVA Wall of Honor	\$0.00		12/21/2020			A portion of the LAVA Wall of Honor has been installed in the Clubhouse Foyer. Staff is waiting on the framed list of names then all 3 pieces will be installed.	2/1/2021
Pavement Management/Stormwater Management							
SWFWMD Certification Repairs						Bids have been requested. District Engineer is working on getting quotes to include all of the requested areas included on one quote	10/11/2021
Repair to Bridge by the Putting Green						Staff have installed 3 boards on the bridge that runs along the putting green. Staff will be replacing 7 additional boards once it is determined which 7 boards are in most need of replacement. This is pending a walk through with the Engineer.	11/8/2021
Golf Course Bridges - Running Boards						After meeting with the bridge contractor they informed staff that this was not a feasible way to extend the life of the bridges.	11/8/2021
Applying Sealant to the East Golf Course Bridges						Staff is gathering pricing for the recommended sealant and cost of labor to apply. The materials cost is approximately \$3,800. Staff has received a quote from GMS for workers to pressure wash and seal the golf course bridges. This will be included in the full bridge maintenance proposal.	10/11/2021

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Start Time	Scheduled Completion	Current Status	Status Updated
Depression on Turnberry						The District Engineer has sent out a request for proposals for this project. Need to send quantities out to contractors	11/8/2021
Cooking Oil Spill in the East Parking Lot						Staff has made contact with the insurance provider for the District. Follow-up with the insurance company was made on 9/10/21. Additional communication is being had between the insurance company and the cooking oil company.	11/8/2021
Completed Projects							
Installation of Hand Rail at West Clubhouse Entrance	NTE \$2,000		10/18/2021		Completed 11/5/21		11/8/2021
Depression on Ashton Palms Drive and Depression on Heath Land Lane (near 4336)	\$4,262.50		9/20/2021		Completed 11/2/21		11/8/2021
Cart Path on hole #1, East Course.	NTE \$5,000		9/20/2021		Completed 10/21/21	Engineer needs to approve invoice	11/8/2021
Removal of Pool Drain Grates and Installation of Pavers	\$907.50		9/20/2021		Completed on 10/29/21		11/8/2021
Game Room Chairs	NTE \$6,500	\$5,952.96	6/21/2021		Completed 10/13/21		11/8/2021
Projects on Hold							
Ice Machine Bin Replacement	\$1,497.60		12/21/2020			Metz informed staff that the ordering and installation of the ice bin machine bin has been put on hold and will be completed at a later date	8/9/2021
Palm Tree Replacement on Blvd	\$1,077.93		9/21/2020			A Roebelenii Palm was approved as the replacement for the Medjool palm that was struck by lightning. Replacement is on hold until the refurbishment plan is presented.	1/4/2021

SECTION 1



Proposal

Phone: (863) 293-2442

Fax: (863) 299-6655

AWNING & UPHOLSTERY, INC.

503 FIFTH STREET, S.W. • WINTER HAVEN, FLORIDA 33880

PROPOSAL SUBMITTED TO:		PHONE:	DATE: 11-5-21
NAME: Lake Ashton CDD		JOB NAME:	
STREET: 4141 Ashton Club Dr		STREET:	
CITY: Lake Wales, FL 33859		CITY:	STATE:
STATE:		ARCHITECT:	DATE OF PLANS:

We hereby submit specifications and estimates for:

recover existing canopy = 19,500.00
to add 21'-6" X 23'-0" prop
to existing canopy - frame & cover = 16,500.00
11 = drop curtains = 11,400.00

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:

dollars (\$ 47,400.00) with payment to be made as follows:

23,700.00 down and balance at completion

Any alterations or deviations from the above specifications must be made in writing and all extra costs including materials and labor will become a charge over the sum mentioned in this contract.

All sales are not final and all materials remain the property of Ard's Awning & Upholstery, Inc., until paid for in full. In default of any payment by the purchaser, the seller may take possession of goods without legal process. If seller requires an attorney's services in order to institute legal action of any kind, in the event of default, then the buyer agrees to pay all attorney's fees of the seller, including all costs of collection.

Authorized Signature

Randy Ard

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Cancellation Policy: All cancellations must be made in writing and forwarded to our Accounting Department. Customer will be responsible for any and all work done up and through the date of customer's cancellation of the contract. The Cancellation Date is the date on which Ard's receives and processes your cancellation request.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature _____

Date _____

Signature _____

SECTION 2



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

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 23, 2021

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

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

The parties hereto agree as follows

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

Lake Ashton Eye Sore

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

- | | |
|---|----------|
| 1. Cut off Vegetation to Height of 3ft with Offsite Disposal. | Included |
| 2. Nuisance & Exotic Vegetation Control. | Included |

Service Shall Consist of One (1) Time Clean-up.

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

Total Cost \$3,510.00 Due upon invoicing* as billed x 1.

**Overdue accounts may accrue a service charge of 1 1/2% per month*

- D. AAM agrees to commence treatment within **14** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before October 23, 2021
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly B. Smith

Date: 9/23/2021

Accepted

Date:

AAM

Customer

Terms and Conditions

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

SECTION D



Lake Ashton Community Development District *Operations Manager Report*

DATE: November 15, 2021

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – November 15, 2021

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

Aquatic Maintenance

Staff met with the Applied Aquatic's site manager. Ponds are showing improvements with the continual treatments for algae. Cooler weather will also help disrupt the growth of algae.

Attached below are the treatments completed by Applied Aquatic's on October 4th – October 19th.

129-2

Applied Aquatic Management Inc.

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton

Equipment No.: 2002

Date: 10-4-21 Time: 7:30

Applicator: John T.

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. E9		/			/						/		Norm	clear			
2. E10		/			/						/		↓	↓			
3. E11		/			/						/		↓	↓			
4. E12		/			/						/						
5. E13		/			/						/						
6. Canal		/			/						/						
7. Lakefront		/			/						/						
8.																	

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Astor
Equipment No.: 2002/BR1303
Date: 10-4-21 Time: 2:30
Applicator: Josh T.

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH/GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. E1		/			/						/		Norm	clear			
2. E2		/			/						/		↓	↓			
3. E3		/			/						/						
4. E4		/			/						/						
5. E5		/			/						/						
6. E6		/			/						/						
7. E7		/			/						/						
8. E8		/			/						/						

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Astor CWD
Equipment No.: 1803
Date: 10-5-21 Time: 7:45
Applicator: Troy

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH/GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. C7		/	/	/	/			/		/			low	partly cloudy			
2. E8		/	/	/	/			/		/			low				
3. Canal		/	/	/	/			/		/			normal				
4. GL4		/	/	/	/			/		/			normal				
5. GL7		/	/	/	/			/		/			normal				
6. GL15		/	/	/	/			/		/			normal				
7.		/	/	/	/			/		/			normal				

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton ILCO
Equipment No.: 303
Date: 10-11-21 Time: 2:00
Applicator: Travis

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. GC 2		/			/						/		low	partly cloudy			
2.																	

**Applied
Aquatic
Management Inc.**

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(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton
Equipment No.: 2002
Date: 10-18-21 Time: 7:00
Applicator: Josh

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. GC 16		/			/						/		Norm	clear			
2. GC 17		/			/						/						
3. GC 18		/			/						/						
4. GC 19		/			/						/						
5. GC 20		/			/						/						
6. GC 21		/			/						/						
7. GC 1		/			/						/						
8. GC 2		/			/						/						

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

pg. 2

MANAGEMENT REPORT

Customer: Lake Ashton
Equipment No.: 202
Date: 10-18-21 Time: 7:50
Applicator: Josh?

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. GL3		/			/								Norm	clear			
2. GL4		/			/						/						
3. GL5		/			/						/						
4. GL6		/			/						/						
5.																	

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton CDD
Equipment No.: 1803
Date: 10-19-21 Time: 7:45
Applicator: Travis

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. GL7		/			/								low	cloudy			
2. GL13		/	/														
3. GL14		/	/														
4. GL1		/	/														
5. GL9		/	/														

**Applied
Aquatic
Management Inc.**

P.O. BOX 1469
EAGLE LAKE, FLORIDA 33839
(800) 408-8882
(863) 533-8882

MANAGEMENT REPORT

Customer: Lake Ashton
Equipment No.: 1803
Date: 10-19-21 Time: 7:45
Applicator: Trans

Site	INSPECTION	TREATMENT	HAND SPREAD	BOAT	ATV	BACKPACK	SUBMERSED	EMERSED	FLOATING	ALGAE	BRUSH / GRASSES	DYE	WATER LEVEL	WEATHER	POSTING	# DAYS	RESTRICTION
1. G65		/			/		/			/			low	clear, sunny			
2. G66		/			/		/			/			low				
3. G68		/			/		/			/			low				
4. G610		/			/		/			/			low				
5. G611		/			/		/			/			low				
6. G612		/			/		/			/			low				
7. G615		/			/		/			/			low				
8. G621		/			/		/			/			low				

Facility Maintenance and Field Services Updates

Baynard Plumbing installed a new check valve on the sump pump at the Gate House.

Averett Septic Tank Company pumped the grease trap to the Restaurant.

A portion of the paver walk way lights are out on the western paver walkway. Staff is contacting the installer to schedule a repair. A follow up will be given next meeting.

An electrical issue is causing the landscaping up-lights along the boulevard to not turn on. Staff is contacting Kincaid Electrical Services. A follow up will be given next meeting.

Staff is repairing pool tiles that have fallen off. This repair will be completed by November 29, 2021.

Staff completed the stop bar painting identified last month. Staff will complete the following locations by November 22, 2021.

Berwick Dr./ Waterford
Berwick Dr./ Aberdeen
Berwick Dr./ Turnberry Lane
Strathmore Dr./ Turnberry Lane

MJ Landscaping installed new pavers in place of the pool deck drain.



SECTION IX

SECTION A

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
COMBINED BALANCE SHEET
September 30, 2021

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$38,827	---	\$15,493	\$54,320
Accounts Receivable	\$204	---	---	\$204
Due from Other Funds	\$12,352	---	---	\$12,352
Investment - State Board	\$69,693	---	---	\$69,693
Investment - State Board Capital Reserve	---	---	\$367,902	\$367,902
Investments:				
Series 2015				
Reserve A	---	\$214,125	---	\$214,125
Revenue A	---	\$101,841	---	\$101,841
Prepayment A-1	---	\$68,043	---	\$68,043
Prepayment A-2	---	\$14,822	---	\$14,822
Prepaid Expenses	\$59,436	---	---	\$59,436
TOTAL ASSETS	\$180,512	\$398,832	\$383,395	\$962,739
LIABILITIES:				
Accounts Payable	\$106,937	---	\$9,045	\$115,982
Due to Other Funds	---	---	\$12,352	\$12,352
Deposits-Room Rentals	\$6,225	---	---	\$6,225
Deferred Revenue	\$7,645	---	---	\$7,645
TOTAL LIABILITIES	\$120,807	\$0	\$21,397	\$142,204
FUND BALANCES:				
Restricted:				
Debt Service	---	\$398,832	---	\$398,832
Assigned:				
Capital Reserve	---	---	\$361,998	\$361,998
Assigned	\$57,271	---	---	\$57,271
Unassigned	(\$57,002)	---	---	(\$57,002)
TOTAL FUND BALANCES	\$59,705	\$398,832	\$361,998	\$820,535
TOTAL LIABILITIES & FUND BALANCES	\$180,512	\$398,832	\$383,395	\$962,739

SECTION B

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended September 30, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/21	ACTUAL THRU 09/30/21	VARIANCE
REVENUES:				
Interest Income	\$5,000	\$5,000	\$792	(\$4,208)
Capital Reserve-Transfer In FY 21	\$278,522	\$278,522	\$278,522	\$0
Contributions	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$283,522	\$283,522	\$279,314	(\$4,208)
EXPENDITURES:				
Capital Projects:				
Golf Course Reserves	\$25,000	\$25,000	\$0	\$25,000
Capital Reserves-FY21	\$4,700	\$4,700	\$0	\$4,700
Pavement Management	\$0	\$0	\$29,735	(\$29,735)
Restaurant Equipment Allowance	\$15,000	\$15,000	\$28,905	(\$13,905)
Tennis Court Color Coat	\$17,000	\$17,000	\$0	\$17,000
Stormwater Management	\$25,000	\$25,000	\$7,862	\$17,138
Golf Course Transfer to LA2	\$115,000	\$115,000	\$115,000	\$0
HVAC	\$25,000	\$30,962	\$30,962	\$0
Ballroom Carpet Replacement	\$45,000	\$45,000	\$0	\$45,000
Handicap Ramp	\$7,000	\$7,000	\$0	\$7,000
Convert Tennis Court/Shuffleboard Court lights to LED	\$15,000	\$15,000	\$0	\$15,000
Bathroom Refurbishment	\$0	\$0	\$39,349	(\$39,349)
Signs	\$0	\$0	\$6,004	(\$6,004)
Landscape	\$0	\$0	\$17,478	(\$17,478)
Other Current Charges	\$500	\$500	\$618	(\$118)
Capital Reserves	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$294,200	\$300,162	\$275,913	\$24,249
Excess (deficiency) of revenues over (under) expenditures	(\$10,678)	(\$16,640)	\$3,401	\$20,040
OTHER FINANCING SOURCES/(USES)				
Interfund Transfer In/(Out)-Restaurant	\$0	\$0	(\$189,147)	(\$189,147)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$189,147)	(\$189,147)
Net change in fund balance	(\$10,678)	(\$16,640)	(\$185,747)	(\$169,107)
FUND BALANCE - Beginning	\$621,915		\$547,744	
FUND BALANCE - Ending	<u>\$611,237</u>		<u>\$361,998</u>	

SECTION C

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended September 30, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/21	ACTUAL THRU 09/30/21	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$1,703,644	\$1,703,644	\$1,702,609	(\$1,035)
Rental Income	\$40,000	\$40,000	\$28,345	(\$11,655)
Special Events Revenue	\$130,000	\$130,000	\$49,941	(\$80,059)
Newsletter Ad Revenue	\$70,000	\$70,000	\$96,836	\$26,836
Interest Income	\$1,000	\$1,000	\$666	(\$334)
Retail Sales-Restaurant ⁽²⁾	\$0	\$0	\$671,133	\$671,133
Contributions ⁽²⁾	\$0	\$0	\$36,748	\$36,748
Miscellaneous Income	\$5,000	\$5,000	\$19,352	\$14,352
TOTAL REVENUES	\$1,949,644	\$1,949,644	\$2,605,630	\$655,987
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$4,000	\$2,925	\$1,075
FICA Expense	\$306	\$306	\$224	\$82
Engineering	\$40,000	\$40,000	\$71,871	(\$31,871)
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$1,000	\$1,500	(\$500)
Attorney	\$50,000	\$50,000	\$38,393	\$11,607
Annual Audit	\$4,500	\$4,500	\$3,750	\$750
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$60,236	\$60,236	\$60,236	\$0
Computer Time	\$1,000	\$1,000	\$1,015	(\$15)
Postage	\$3,200	\$3,200	\$2,735	\$465
Printing & Binding	\$1,000	\$1,000	\$315	\$685
Newsletter Printing	\$35,000	\$35,000	\$42,459	(\$7,459)
Rentals & Leases	\$5,500	\$5,500	\$5,323	\$177
Insurance	\$40,411	\$40,411	\$48,639	(\$8,228)
Legal Advertising	\$1,500	\$1,500	\$2,202	(\$702)
Other Current Charges	\$1,250	\$1,250	\$1,234	\$16
Property Taxes	\$13,500	\$13,500	\$13,325	\$175
Office Supplies	\$125	\$125	\$169	(\$44)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$267,613	\$267,613	\$301,400	(\$33,786)

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended September 30, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/21	ACTUAL THRU 09/30/21	VARIANCE
<u>Field:</u>				
Field Management Services	\$352,219	\$352,219	\$351,453	\$766
Gate/Patrol/Pool Officers	\$225,000	\$225,000	\$222,852	\$2,148
Pest Control	\$2,340	\$2,340	\$3,145	(\$805)
Security/Fire Alarm/Gate Repairs	\$7,500	\$7,500	\$4,824	\$2,676
Telephone/Internet	\$13,600	\$13,600	\$13,139	\$461
Electric	\$216,000	\$216,000	\$197,791	\$18,209
Water	\$25,000	\$25,000	\$13,897	\$11,103
Gas	\$18,000	\$18,000	\$33,501	(\$15,501)
Refuse	\$11,000	\$11,000	\$13,922	(\$2,922)
Clubhouse Maintenance	\$110,000	\$110,000	\$79,799	\$30,201
Cart Path & Bridge Repairs	\$7,000	\$7,000	\$24,611	(\$17,611)
Golf Cart Preventative Maintenance	\$1,140	\$1,140	\$2,280	(\$1,140)
Pool and Fountain Maintenance	\$20,000	\$20,000	\$21,684	(\$1,684)
Landscape Maintenance	\$184,940	\$184,940	\$190,309	(\$5,369)
Plant Replacement	\$7,000	\$7,000	\$7,751	(\$751)
Irrigation Repairs	\$3,500	\$3,500	\$7,006	(\$3,506)
Lake Maintenance	\$46,740	\$46,740	\$49,710	(\$2,970)
Wetland Mitigation and Maintenance	\$34,800	\$34,800	\$14,600	\$20,200
Permits/Inspections	\$1,500	\$1,500	\$2,157	(\$657)
Office Supplies/Printing/Binding	\$6,000	\$6,000	\$3,036	\$2,964
Operating Supplies	\$23,000	\$23,000	\$24,405	(\$1,405)
Credit Card Processing Fees	\$4,000	\$4,000	\$2,324	\$1,676
Dues & Subscriptions	\$8,500	\$8,500	\$8,639	(\$139)
Decorations	\$2,000	\$2,000	\$1,311	\$689
Special Events	\$130,000	\$130,000	\$50,888	\$79,112
Water Damage Repairs	\$0	\$0	\$84,811	(\$84,811)
Restaurant Expenditures ⁽²⁾	\$0	\$0	\$897,029	(\$897,029)
TOTAL FIELD	\$1,460,779	\$1,460,779	\$2,326,874	(\$866,095)
TOTAL EXPENDITURES	\$1,728,393	\$1,728,393	\$2,628,274	(\$899,881)
Excess (deficiency) of revenues over (under) expenditures	\$221,251	\$221,251	(\$22,643)	(\$243,895)
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$278,522)	(\$278,522)	(\$278,522)	\$0
Capital Reserve-Transfer In (Restaurant)	\$0	\$0	\$189,147	\$189,147
TOTAL OTHER FINANCING SOURCES/(USES)	(\$278,522)	(\$278,522)	(\$89,375)	\$189,147
Net change in fund balance	(\$57,271)	(\$57,271)	(\$112,018)	(\$54,747)
FUND BALANCE - Beginning	\$57,271		\$171,723	
FUND BALANCE - Ending	\$0		\$59,705	

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

⁽²⁾ See page 4 for breakdown of restaurant revenues and expenses.

LAKE ASHTON CDD
RESTAURANT OPERATIONS THRU AUGUST 2021

	December-20	January-21	February-21	March-21	April-21	May-21	June-21	July-21	August-21	September-21	TOTAL
PURCHASES:											
FOOD	\$ 17,253	\$ 26,821	\$ 22,523	\$ 38,868	\$ 29,094	\$ 28,830	\$ 26,470	\$ 19,760	\$ 18,718	\$ 19,817	\$ 248,155
DISPOSABLES	\$ 3,494	\$ 2,056	\$ 1,351	\$ 2,660	\$ 2,135	\$ 1,977	\$ 1,862	\$ 804	\$ -	\$ -	\$ 16,338
EQUIPMENT	\$ 5,399	\$ 1,171	\$ 545	\$ 1,029	\$ 527	\$ 509	\$ 665	\$ 918	\$ -	\$ -	\$ 10,761
CLEANING	\$ 1,444	\$ 80	\$ (66)	\$ 696	\$ 601	\$ 379	\$ 687	\$ 465	\$ -	\$ -	\$ 4,286
OTHER OPERATING EXPENSES	\$ 19,533	\$ 12,425	\$ 8,114	\$ 8,336	\$ 9,754	\$ 6,380	\$ 13,412	\$ 2,967	\$ 5,002	\$ 7,490	\$ 93,412
TOTAL	\$ 47,122	\$ 42,552	\$ 32,467	\$ 51,589	\$ 42,111	\$ 38,075	\$ 43,096	\$ 24,915	\$ 23,720	\$ 27,307	\$ 372,953
LABOR:											
MANAGEMENT PAYROLL & BENEFITS	\$ 21,012	\$ 17,945	\$ 13,850	\$ 17,313	\$ 13,850	\$ 13,850	\$ 17,313	\$ 6,375	\$ 11,475	\$ 16,063	\$ 149,045
BASE PAYROLL (HOURLY)	\$ 23,546	\$ 33,913	\$ 24,729	\$ 32,935	\$ 23,805	\$ 22,532	\$ 21,578	\$ 22,217	\$ 18,447	\$ 17,122	\$ 240,825
BASE TAXES/FRINGES	\$ 6,593	\$ 9,496	\$ 6,924	\$ 9,222	\$ 6,665	\$ 6,309	\$ 6,042	\$ 6,221	\$ 5,165	\$ 4,794	\$ 67,431
CONTRACT LABOR (OTHER)	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
TOTAL	\$ 51,152	\$ 63,854	\$ 45,503	\$ 59,470	\$ 44,320	\$ 42,691	\$ 44,932	\$ 34,813	\$ 35,088	\$ 37,979	\$ 459,801
FEES, INVESTMENTS & ADJUSTMENTS											
MANAGEMENT/ADMINISTRATIVE COSTS	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 58,333
SERVICE CONTRACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL LIABILITY INSURANCE	\$ 750	\$ 808	\$ 603	\$ 842	\$ 572	\$ 537	\$ 582	\$ 406	\$ 401	\$ 441	\$ 5,942
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,583	\$ 6,641	\$ 6,437	\$ 6,675	\$ 6,405	\$ 6,370	\$ 6,415	\$ 6,240	\$ 6,234	\$ 6,274	\$ 64,275
SALES CREDIT											
RETAIL SALES	\$ 33,009	\$ 69,995	\$ 61,951	\$ 97,371	\$ 80,284	\$ 62,021	\$ 67,205	\$ 44,176	\$ 40,331	\$ 48,562	\$ 604,907
CATERING	\$ -	\$ 4,025	\$ 3,507	\$ 4,188	\$ 2,482	\$ 5,845	\$ 8,664	\$ 10,750	\$ 3,525	\$ 2,577	\$ 45,562
VENDING COMMISSIONS	\$ -	\$ -	\$ -	\$ 544	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 919
OTHER CATERING SALES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,516	\$ 12,228	\$ 19,745
CONTRIBUTION (METZ)	\$ 36,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,748
TOTAL	\$ 69,757	\$ 74,021	\$ 65,458	\$ 102,104	\$ 83,141	\$ 67,866	\$ 75,869	\$ 54,926	\$ 51,372	\$ 63,367	\$ 707,881
EXCESS REVENUES (EXPENDITURES)	\$ (35,099)	\$ (39,027)	\$ (18,948)	\$ (15,630)	\$ (9,696)	\$ (19,270)	\$ (18,574)	\$ (11,041)	\$ (13,669)	\$ (8,193)	\$ (189,147)

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
SERIES 2015

DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended September 30, 2021

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/21	ACTUAL THRU 09/30/21	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$21	\$21
Assessments - Levy	\$450,835	\$450,835	\$445,620	(\$5,214)
Assessments - Prepayments A-1	\$0	\$0	\$86,546	\$86,546
Assessments - Prepayments A-2	\$0	\$0	\$10,673	\$10,673
TOTAL REVENUES	\$450,835	\$450,835	\$542,861	\$92,026
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$88,875	\$88,875	\$88,875	\$0
Interest - 5/01	\$88,875	\$88,875	\$87,000	\$1,875
Principal - 5/01	\$220,000	\$220,000	\$215,000	\$5,000
Special Call - 11/01	\$15,000	\$15,000	\$75,000	(\$60,000)
Special Call - 5/01	\$0	\$0	\$50,000	(\$50,000)
<u>Series 2015A-2</u>				
Interest - 11/01	\$12,750	\$12,750	\$12,750	\$0
Interest - 5/01	\$12,750	\$12,750	\$12,750	\$0
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 5/01	\$0	\$0	\$5,000	(\$5,000)
TOTAL EXPENDITURES	\$458,250	\$458,250	\$566,375	(\$108,125)
Excess (deficiency) of revenues over (under) expenditures	(\$7,415)	(\$7,415)	(\$23,514)	(\$16,099)
Net change in fund balance	(\$7,415)	(\$7,415)	(\$23,514)	(\$16,099)
FUND BALANCE - Beginning	\$135,570		\$422,346	
FUND BALANCE - Ending	\$128,155		\$398,832	

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021
Long Term Debt Report
FY 2021

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$1,055,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2020		\$3,555,000.00
	November 1, 2020 (Special Call)	(\$75,000.00)
	May 1, 2021 (Mandatory)	(\$215,000.00)
	May 1, 2021 (Special Call)	(\$50,000.00)
Current Bonds Outstanding		\$3,215,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$75,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2020		\$510,000.00
	May 1, 2021 (Mandatory)	(\$20,000.00)
	May 1, 2021 (Special Call)	(\$5,000.00)
Current Bonds Outstanding		\$485,000.00

Total Current Bonds Outstanding		\$3,700,000.00
--	--	-----------------------

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2021

Revenues

	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JULY 2021	AUG 2021	SEP 2021	TOTAL
Maintenance Assessments	\$0	\$191,660	\$1,444,424	\$22,382	\$13,062	\$40,807	\$5	\$3,723	\$5,724	\$0	(\$19,178)	\$0	\$1,702,609
Rental Income	\$1,500	\$5,000	\$1,000	\$1,750	\$8,250	\$2,000	\$2,500	\$750	\$4,345	\$1,250	\$0	\$0	\$28,345
Special Events Revenue	\$1,385	\$490	\$2,381	\$5,588	\$3,830	\$4,919	\$5,270	\$5,922	\$7,680	\$4,065	\$5,655	\$2,756	\$49,941
Newsletter Ad Revenue	\$13,486	\$11,036	\$16,186	\$5,612	\$11,611	\$4,975	\$5,742	\$5,426	\$10,946	\$4,006	\$6,963	\$850	\$96,836
Interest Income	\$24	\$2	\$14	\$168	\$105	\$92	\$69	\$56	\$37	\$62	\$25	\$12	\$666
Contributions (2)	\$0	\$0	\$0	\$36,748	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,748
Retail Sales-Restaurant (2)	\$0	\$0	\$33,009	\$74,021	\$65,458	\$102,104	\$83,141	\$67,866	\$75,869	\$54,926	\$51,372	\$63,367	\$671,133
Miscellaneous Income	\$599	\$527	\$1,570	\$1,899	\$711	\$2,301	\$1,299	\$1,760	\$1,356	\$2,904	\$696	\$3,732	\$19,352
Total Revenues	\$16,994	\$208,715	\$1,498,583	\$148,169	\$103,026	\$157,197	\$98,026	\$85,501	\$105,956	\$0	\$45,533	\$70,718	\$2,605,630

ADMINISTRATIVE:

Supervisor Fees	\$300	\$100	\$225	\$275	\$225	\$225	\$0	\$225	\$450	\$450	\$225	\$225	\$2,925
FICA Expense	\$23	\$8	\$17	\$21	\$17	\$17	\$0	\$17	\$34	\$34	\$17	\$17	\$224
Engineering	\$10,693	\$6,266	\$3,822	\$11,435	\$10,535	\$7,667	\$2,661	\$4,070	\$4,151	\$1,536	\$4,493	\$4,542	\$71,871
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$600
Dissemination	\$83	\$83	\$83	\$83	\$83	\$333	\$333	\$83	\$83	\$83	\$83	\$83	\$1,500
Attorney	\$0	\$16,549	\$2,781	\$2,931	\$3,312	\$971	\$1,469	\$912	\$1,762	\$2,048	\$2,558	\$3,102	\$38,393
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$0	\$0	\$3,750
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	\$5,020	\$60,236
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$98	\$83	\$83	\$83	\$83	\$83	\$1,015
Postage	\$121	\$91	\$163	\$100	\$209	\$83	\$102	\$87	\$186	\$215	\$1,135	\$242	\$2,735
Printing & Binding	\$25	\$1	\$0	\$0	\$3	\$7	\$3	\$29	\$8	\$224	\$14	\$0	\$315
Newsletter Printing	\$3,297	\$3,514	\$3,374	\$3,186	\$3,565	\$3,560	\$4,032	\$4,113	\$3,490	\$3,515	\$3,347	\$3,466	\$42,459
Rentals & Leases	\$163	\$163	\$443	\$0	\$266	\$2,003	\$163	\$163	\$1,311	\$325	\$0	\$325	\$5,323
Insurance	\$48,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,639
Legal Advertising	\$380	\$347	\$140	\$0	\$41	\$140	\$280	\$127	\$90	\$468	\$83	\$109	\$2,202
Other Current Charges	\$90	\$129	\$107	\$49	\$63	\$119	\$134	\$109	\$97	\$105	\$115	\$116	\$1,234
Property Taxes	\$0	\$13,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,325
Office Supplies	\$3	\$3	\$4	\$0	\$0	\$3	\$3	\$3	\$5	\$145	\$3	\$0	\$169
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$69,094	\$45,680	\$16,262	\$23,184	\$23,422	\$20,230	\$18,608	\$15,641	\$20,522	\$14,252	\$17,176	\$17,331	\$301,400

LAKE ASHTON
RESTAURANT OPERATIONS THRU AUGUST 2021

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2021

	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JULY 2021	AUG 2021	SEP 2021	TOTAL
<u>Field:</u>													
Field Management Services	\$30,330	\$27,134	\$27,175	\$26,221	\$26,999	\$27,015	\$41,176	\$27,256	\$26,888	\$27,274	\$27,401	\$36,584	\$351,453
Gate/Patrol/Pool Officers	\$18,228	\$17,913	\$18,906	\$19,429	\$16,959	\$19,057	\$19,244	\$18,767	\$17,920	\$18,955	\$18,823	\$18,651	\$222,852
Pest Control	\$195	\$340	\$195	\$0	\$450	\$0	\$305	\$450	\$305	\$455	\$450	\$0	\$3,145
Security/Fire Alarm/Gate Repairs	\$130	\$195	\$230	\$130	\$195	\$210	\$0	\$195	\$0	\$2,958	\$395	\$187	\$4,824
Telephone/Internet	\$1,077	\$1,063	\$1,063	\$1,064	\$1,151	\$1,112	\$1,112	\$1,125	\$1,142	\$1,045	\$1,093	\$1,093	\$13,139
Electric	\$14,668	\$14,769	\$16,425	\$17,231	\$15,899	\$16,100	\$16,837	\$17,103	\$17,063	\$17,305	\$17,203	\$17,188	\$197,791
Water	\$589	\$801	\$746	\$1,782	\$1,056	\$1,042	\$2,130	\$1,584	\$120	\$2,108	\$956	\$985	\$13,897
Gas	\$1,131	\$1,381	\$4,258	\$6,776	\$3,895	\$4,537	\$2,235	\$1,961	\$2,416	\$1,505	\$757	\$2,649	\$33,501
Refuse	\$997	\$1,168	\$1,168	\$1,295	\$1,160	\$1,160	\$1,158	\$1,153	\$1,650	\$1,153	\$744	\$1,116	\$13,922
Clubhouse Maintenance	\$3,760	\$1,659	\$7,096	\$6,233	\$4,170	\$13,540	\$5,260	\$16,992	\$4,892	\$2,103	\$3,957	\$10,138	\$79,799
Cart Path & Bridge Repairs	\$118	\$0	\$0	\$0	\$11,843	\$0	\$0	\$0	\$0	\$170	\$0	\$12,480	\$24,611
Golf Cart Preventative Maintenance	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$190	\$2,280
Pool and Fountain Maintenance	\$1,465	\$3,305	\$1,465	\$1,465	\$2,160	\$1,840	\$1,749	\$3,065	\$2,615	\$1,300	\$105	\$1,150	\$21,684
Landscape Maintenance	\$15,442	\$16,037	\$15,442	\$15,442	\$15,442	\$16,037	\$15,442	\$16,678	\$15,442	\$17,424	\$16,042	\$15,442	\$190,309
Plant Replacement	\$0	\$0	\$0	\$3,367	\$0	\$0	\$0	\$1,604	\$1,259	\$0	\$0	\$1,521	\$7,751
Irrigation Repairs	\$85	\$0	\$285	\$3,201	\$0	\$447	\$2,170	\$819	\$0	\$0	\$0	\$0	\$7,006
Lake Maintenance	\$3,895	\$3,895	\$6,865	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$49,710
Wetland Mitigation and Maintenance	\$0	\$0	\$7,300	\$0	\$0	\$7,300	\$0	\$0	\$0	\$0	\$0	\$0	\$14,600
Permits/Inspections	\$0	\$0	\$0	\$891	\$0	\$720	\$0	\$0	\$0	\$312	\$0	\$234	\$2,157
Office Supplies/Printing/Binding	\$118	\$104	\$585	\$452	\$131	\$66	\$172	\$100	\$161	\$106	\$127	\$913	\$3,036
Operating Supplies	\$2,777	\$1,553	\$3,667	\$1,969	\$985	\$2,727	\$475	\$1,734	\$2,203	\$2,246	\$3,224	\$847	\$24,405
Credit Card Processing Fees	\$229	\$143	\$84	\$258	\$227	\$172	\$140	\$151	\$247	\$433	\$132	\$109	\$2,324
Dues & Subscriptions	\$0	\$56	\$24	\$1,336	\$255	\$1,238	\$4,180	\$652	\$198	\$469	\$71	\$161	\$8,639
Decorations	\$0	\$313	\$0	\$0	\$0	\$67	\$179	\$450	(\$150)	\$0	\$66	\$386	\$1,311
Special Events	\$248	\$2,426	\$780	\$3,946	\$7,012	\$4,185	\$9,346	\$2,756	\$4,352	\$6,151	\$6,834	\$2,852	\$50,888
Water Damage Repairs	\$0	\$31,325	\$0	\$0	\$0	\$0	\$20,000	\$6,850	\$26,636	\$0	\$0	\$0	\$84,811
Restaurant Expenditures (2)	\$0	\$0	\$104,857	\$113,048	\$84,406	\$117,734	\$92,836	\$87,136	\$94,443	\$65,967	\$65,041	\$71,560	\$897,029
TOTAL FIELD	\$95,672	\$125,767	\$218,804	\$229,621	\$198,480	\$240,390	\$240,231	\$212,664	\$223,886	\$173,524	\$167,505	\$200,330	\$2,326,874
OTHER FINANCING SOURCES/(USES)													
Capital Reserve-Transfer Out	\$0	\$0	\$0	(\$278,522)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$278,522)
Capital Reserve-Transfer In (Restaurant)	\$0	\$0	\$35,099	\$39,027	\$18,948	\$15,630	\$9,696	\$19,270	\$18,574	\$11,041	\$13,669	\$8,193	\$189,147
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$35,099	(\$239,495)	\$18,948	\$15,630	\$9,696	\$19,270	\$18,574	\$11,041	\$13,669	\$8,193	(\$89,375)
Subtotal Operating Expenses	\$164,766	\$171,447	\$199,967	\$492,300	\$202,953	\$244,990	\$249,143	\$209,034	\$225,834	\$176,736	\$171,011	\$209,468	\$2,717,648
Excess Revenues (Expenditures)	(\$147,772)	\$37,267	\$1,298,616	(\$344,131)	(\$99,927)	(\$87,793)	(\$151,117)	(\$123,533)	(\$119,878)	(\$176,736)	(\$125,478)	(\$138,750)	(\$112,018)

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

November 15, 2021

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
10/18/21	7804-7822	\$78,759.68
10/27/21	7823-7828	\$46,399.77
11/5/21	7829-7847	\$53,746.10
<i>General Fund Total</i>		<i><u>\$178,905.55</u></i>
<u>Capital Projects Fund</u>		
10/18/21	331	\$2,966.99
11/5/21	332	\$10,340.50
<i>Capital Projects Fund Total</i>		<i><u>\$13,307.49</u></i>

AP300R
*** CHECK NOS. 007804-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/08/21
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 #
10/18/21	00522	9/24/21 31269407	202109 320-57200-43200		*	901.41	
		POOL HEAT					
		10/06/21 31273889	202110 320-57200-43201		*	1,177.47	
		PROPANE-RESTAURANT					
				AMERIGAS			2,078.88 007804
10/18/21	00057	9/30/21 197295	202109 320-53800-46800		*	3,895.00	
		SVCS 09/21					
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 007805
10/18/21	00673	10/12/21 13013828	202110 320-57200-52000		*	46.74	
		SUPPLIES					
				AUS CENTRAL LOCKBOX			46.74 007806
10/18/21	00062	10/01/21 57949601	202110 320-57200-41000		*	1,045.19	
		SVCS 10/21					
				BRIGHT HOUSE NETWORKS			1,045.19 007807
10/18/21	00013	10/01/21 84703	202110 310-51300-54000		*	175.00	
		ANNUAL FEE					
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 007808
10/18/21	00003	9/28/21 75144657	202109 310-51300-42000		*	33.53	
		DELIVERIES THRU 09/21/21					
				FEDEX			33.53 007809
10/18/21	00610	9/10/21 FS81026	202108 320-57200-54500		*	185.00	
		PM QUARTERLY					
				FITNESSMITH			185.00 007810
10/18/21	00036	10/01/21 201	202110 310-51300-34000		*	5,019.67	
		MGMT FEES 10/21					
		10/01/21 201	202110 310-51300-44000		*	458.33	
		RENT					
		10/01/21 201	202110 310-51300-35100		*	83.33	
		COMPUTER TIME					
		10/01/21 201	202110 310-51300-31300		*	83.33	
		DISSEMINATION AGT SVCS					
		10/01/21 201	202110 310-51300-51000		*	2.50	
		OFFICE SUPPLIES					
		10/01/21 201	202110 310-51300-42500		*	9.90	
		COPIES					
				GMS - SO FLORIDA, LLC			5,657.06 007811
10/18/21	00098	9/09/21 513167	202109 320-57200-52000		*	23.00	
		SUPPLIES					

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 007804-050000

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

RUN 11/08/21

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		9/09/21 621398	202109 320-57200-52000		*	79.44	
		SUPPLIES					
		9/13/21 6621754	202109 320-57200-52000		*	103.39	
		SUPPLIES					
		9/14/21 5621829	202109 320-57200-52000		*	56.05	
		SUPPLIES					
		9/30/21 9623208	202109 320-57200-52000		*	154.06	
		SUPPLIES					
				HOME DEPOT CREDIT SERVICES			415.94 007812
10/18/21	00020	8/18/21 2020	202108 310-51300-42000		*	377.62	
		MAILING 2020 TAX BILLS					
				JOE G. TEDDER, TAX COLLECTOR			377.62 007813
10/18/21	00498	10/08/21 52015	202110 320-57200-54500		*	514.54	
		WO#58324					
				JURIN ROOFING SERVICES, INC			514.54 007814
10/18/21	00663	6/05/21 20771000	202106 320-57200-49400		*	1,200.00	
		CHEESE AND WINE & TICKETS					
		8/10/21 20771000	202107 320-57200-49400		*	2,503.33	
		JULY 4TH EVENT					
		8/17/21 20771000	202107 320-57200-49400		*	255.00	
		COOKING CLASS-JULY					
		8/17/21 20771000	202108 320-57200-49400		*	345.00	
		COOKING CLASS-AUGUST					
		8/24/21 20771000	202108 320-57200-49400		*	2,730.00	
		CHEESEBURGER IN PARADISE					
		10/06/21 20770921	202109 330-57200-52000		*	19,816.86	
		FOOD					
		10/06/21 20770921	202109 330-57200-52004		*	7,489.94	
		OTHER OPERATING EXPENSES					
		10/06/21 20770921	202109 330-57200-12000		*	16,062.54	
		MGMT PAYROLL & BENEFITS					
		10/06/21 20770921	202109 330-57200-12100		*	17,122.36	
		BASE PAYROLL (HOURLY)					
		10/06/21 20770921	202109 330-57200-21000		*	4,794.26	
		BASE TAXES/FRINGES					
		10/06/21 20770921	202109 330-57200-34000		*	5,833.35	
		MGMT/ADMIN COSTS					
		10/06/21 20770921	202109 330-57200-45000		*	440.94	
		GENERAL LIABILITY INS					
		10/06/21 20770921	202109 300-34900-10000		*	48,562.35-	
		CATERING					
		10/06/21 20770921	202109 300-34900-10001		*	2,576.75-	
		HOUSE ACCOUNTS					

LAKA LAKE ASHTON SHENNING

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		10/06/21	20770921	202109 300-34900-10003	*	12,228.35-	
				CONTRIBUTION (METZ)			
				METZ CULINARY MANAGEMENT			15,226.13 007815
10/18/21	00631	10/11/21	1916521	202109 310-51300-31100	*	4,541.58	
				SVC 09/21			
				RAYL ENGINEERING & SURVEYING, LLC			4,541.58 007816
10/18/21	00061	10/13/21	1021	202110 320-57200-43000	*	17,408.75	
				SVCS 10/21			
				TECO			17,408.75 007817
10/18/21	00664	10/03/21	0921	202109 320-57200-52000	*	4,140.34	
				PURCHASES 09/21			
				WELLS FARGO			4,140.34 007818
10/18/21	00691	9/30/21	59217	202109 320-57200-54500	*	5,952.96	
				OFFICE FURNITURE			
				WORKSCAPES INC			5,952.96 007819
10/18/21	00587	9/14/21	21022	202106 320-57200-54500	*	1,373.75	
				MONITORING 06/21			
				XS BOWLING SERVICE LLC			1,373.75 007820
10/18/21	00445	10/15/21	OS277538	202110 320-57200-46200	*	15,441.67	
				MAINT 10/21			
				YELLOWSTONE LANDSCAPE			15,441.67 007821
10/18/21	00671	10/18/21	101821	202110 320-57200-49400	*	250.00	
				NO PARTICULAR REASON			
				TRAVELING SOUND AND LIGHT			250.00 007822
10/27/21	00678	9/13/21	6266295	202109 310-51300-48000	*	108.64	
				NOTICE OF MEETING-9/20/21			
				CA FLORIDA HOLDINGS LLC			108.64 007823
10/27/21	00055	10/15/21	20735-10	202110 320-57200-43100	*	781.59	
				20735-4141 ASHTON CLUB DR			
		10/15/21	22109-10	202110 320-57200-43100	*	68.66	
				22109-GATE ENTRANCE/IRR			
		10/15/21	37767-10	202110 320-57200-43100	*	91.12	
				37767-PALMS CDD IRRIG.			
				CITY OF LAKE WALES-UTILITIES DEPT			941.37 007824
10/27/21	00517	10/15/21	10	202110 310-51300-31300	*	250.00	
				2015A1 AMORT SCHEDULE			

LAKA LAKE ASHTON SHENNING

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		10/15/21 10	202110 310-51300-31300		*	100.00	
		2015A2 AMORT SCHEDULE		DISCLOSURE SERVICES, LLC			350.00 007825
10/27/21 00215		10/26/21 434	202110 320-57200-34000		*	41,847.58	
		OCT 2021 FACILITY MGMT		GMS-CENTRAL FLORIDA, LLC			41,847.58 007826
10/27/21 00164		10/21/21 99668	202109 310-51300-31500		*	3,102.18	
		LEGAL FEES THRU 9/30/21		LATHAM, LUNA, EDEN & BEAUDINE,LLP			3,102.18 007827
10/27/21 00692		10/28/21 102821	202110 320-57200-49400		*	50.00	
		FACE PAINTING-FALL FESTV		CHERYL SHEPLEE			50.00 007828
11/05/21 00085		10/13/21 1158756	202110 320-57200-54520		*	900.00	
		SVCS 10/21		A.D. BAYNARD PLUMBING, INC.			900.00 007829
11/05/21 00680		11/03/21 13481	202111 320-57200-54520		*	350.00	
		SVCS 11/02/21		ALTERNATIVE GAS CONSTRUCTION INC			350.00 007830
11/05/21 00522		10/15/21 31277840	202110 320-57200-43201		*	503.06	
		PROPANE-RESTAURANT		AMERIGAS			503.06 007831
11/05/21 00673		10/19/21 7876378	202110 320-57200-52000		*	46.74	
		SUPPLIES					
		10/26/21 7876378	202110 320-57200-52000		*	46.74	
		SUPPLIES					
		11/02/21 7876378	202111 320-57200-52000		*	40.62	
		SUPPLIES		AUS CENTRAL LOCKBOX			134.10 007832
11/05/21 00062		10/31/21 57949601	202111 320-57200-41000		*	1,042.75	
		SVCS 11/21		BRIGHT HOUSE NETWORKS			1,042.75 007833
11/05/21 00502		10/15/21 1929	202111 320-57200-34501		*	18,205.00	
		SVCS 11/21		COMMUNITY WATCH SOLUTIONS, LLC			18,205.00 007834
11/05/21 00466		11/01/21 45558	202111 310-51300-42501		*	4,035.00	
		LA TIMES NEWSLETTER 11/21		CUSTOMTRADEPRINTING.COM			4,035.00 007835
				LAKA LAKE ASHTON			
				SHENNING			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/05/21	00036	11/01/21 202	202111 310-51300-34000		*	5,019.67	
		MGMT FEES 11/21					
11/01/21		202	202111 310-51300-44000		*	458.33	
		RENT					
11/01/21		202	202111 310-51300-35100		*	83.33	
		COMPUTER TIME					
11/01/21		202	202111 310-51300-31300		*	83.33	
		DISSEMINATION AGT SVCS					
11/01/21		202	202111 310-51300-51000		*	2.50	
		OFFICE SUPPLIES					
11/01/21		202	202111 310-51300-42000		*	69.69	
		POSTAGE AND DELIVERY					
11/01/21		202	202111 310-51300-42500		*	19.80	
		COPIES					
11/01/21		202	202111 320-57200-49400		*	21.40	
		DOLLAR TREE					
11/01/21		202	202111 320-57200-49400		*	36.38	
		DOLLAR GENERAL					
				GMS - SO FLORIDA, LLC			5,794.43 007836
11/05/21	00067	10/15/21 213404	202111 320-57200-34500		*	195.00	
		MONITORING 11/21					
				THE HARTLINE ALARM COMPANY, INC.			195.00 007837
11/05/21	00059	11/04/21 31956	202111 320-57200-45300		*	1,150.00	
		SVCS 11/21					
				HEARTLAND COMMERCIAL POOL SERVICES			1,150.00 007838
11/05/21	00668	7/28/21 29792	202104 320-57200-54500		*	2,012.42	
		SERVICE CALLS					
				HUNTER PLUMBING INC			2,012.42 007839
11/05/21	00512	11/01/21 2091222	202111 320-57200-41000		*	47.69	
		PHONE SVCS 11/21					
				KINGS III OF AMERICA, INC.			47.69 007840
11/05/21	00663	10/02/21 20771000	202110 320-57200-49400		*	4,800.00	
		OCTOBERFEST FOOD&TICKETS					
		10/19/21 20771000	202110 320-57200-49400		*	255.00	
		COOKING CLASS 10/21					
		10/19/21 20771000	202110 320-57200-49400		*	455.00	
		DRINK TICKETS					
				METZ CULINARY MANAGEMENT			5,510.00 007841
11/05/21	00665	8/09/21 1144	202107 320-57200-54500		*	220.00	
		SVCS 07/18/21					
				OCS COMMERICAL CLEANING SVCS INC			220.00 007842
				LAKA LAKE ASHTON SHENNING			

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/08/21
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/05/21	00669	9/24/21 9200	202109 320-57200-54508		*	11,760.00	
		FLUME REPAIRS					
		9/28/21 9206	202109 320-57200-54508		*	720.00	
		REPLACEMENT CART PATH #16					
				S&S CONTRACTING OF POLK COUNTY INC			12,480.00 007843
11/05/21	00087	11/03/21 24081	202111 320-57200-54500		*	220.00	
		SVCS 11/21					
				SOUNDWAVES AUDIO VIDEO INTERIORS			220.00 007844
11/05/21	00234	10/25/21 16384581	202110 320-57200-51000		*	270.67	
		SUPPLIES					
		10/25/21 16384581	202110 320-57200-52000		*	462.48	
		SUPPLIES					
				STAPLES BUSINESS CREDIT			733.15 007845
11/05/21	00231	10/21/21 193824	202110 320-57200-49400		*	51.00	
		NAME BADGES					
				THE TROPHY SHOP			51.00 007846
11/05/21	00430	10/07/21 50171709	202110 310-51300-42502		*	162.50	
		COPIER LEASE					
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 007847
				TOTAL FOR BANK A		178,905.55	
				TOTAL FOR REGISTER		178,905.55	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 000331-050000

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BANK B LAKE ASHTON - CPF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/18/21	00101	6/14/21 2077BROI	202106 600-53800-60097	BROILER	*	2,966.99	
				METZ CULINARY MANAGEMENT			2,966.99 000331
11/05/21	00096	8/16/21 9163	202108 600-53800-60096	PAVER REPAIR-MAIN ENTRANC	*	6,078.00	
		11/02/21 9256	202111 600-53800-60096	CURB/PAVEMENT REPLACEMENT	*	4,262.50	
				S&S CONTRACTING OF POLK COUNTY INC			10,340.50 000332
				TOTAL FOR BANK B		13,307.49	
				TOTAL FOR REGISTER		13,307.49	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
RESTAURANT OPERATIONS THRU AUGUST 2021
Fiscal Year Ending September 30, 2021

											\$1,826,250.00 .36300.10100		\$425,916.42 2015-1	\$51,674.31 2015-2	\$477,590.73
Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Property Appraiser	Net Amount Received	General Fund 100.00%	Debt Svc Fund 89.180%	Debt Svc Fund 10.820%	Debt Total 100%	
11/16/20	10/01/20-10/31/20	\$ 3,750.00	\$ -	\$ 977.74	\$ -	\$ 150.00	\$ 39.11	\$ 90.77	\$ -	\$ 4,447.86	\$ 3,528.04	\$ 820.29	\$ 99.52	\$ 919.81	
11/19/20	06/01/20-10/15/20	\$ 25,684.28	\$ -	\$ 6,319.30	\$ -	\$ 1,296.92	\$ 316.95	\$ 607.80	\$ -	\$ 29,781.91	\$ 23,905.55	\$ 5,240.54	\$ 635.81	\$ 5,876.35	
11/23/20	11/01/20-11/08/20	\$ 174,375.00	\$ -	\$ 34,141.99	\$ -	\$ 6,975.00	\$ 1,365.65	\$ 4,003.53	\$ -	\$ 196,172.81	\$ 164,226.41	\$ 28,489.87	\$ 3,456.53	\$ 31,946.40	
12/01/20	11/09/20-11/15/20	\$ 294,375.00	\$ -	\$ 64,045.23	\$ -	\$ 11,775.00	\$ 2,561.75	\$ 6,881.67	\$ -	\$ 337,201.81	\$ 277,144.91	\$ 53,558.87	\$ 6,498.03	\$ 60,056.90	
12/11/20	11/16/20-11/25/20	\$ 536,875.00	\$ -	\$ 139,682.87	\$ -	\$ 21,450.00	\$ 5,587.11	\$ 12,990.42	\$ -	\$ 636,530.34	\$ 505,127.52	\$ 117,185.31	\$ 14,217.51	\$ 131,402.82	
12/18/20	11/26/20-11/30/20	\$ 639,375.00	\$ -	\$ 190,824.67	\$ -	\$ 25,575.00	\$ 7,632.72	\$ 15,939.84	\$ -	\$ 781,052.11	\$ 601,164.52	\$ 160,424.13	\$ 19,463.46	\$ 179,887.59	
01/15/21	12/01/20-12/31/20	\$ 64,187.79	\$ -	\$ 18,436.87	\$ -	\$ 1,930.35	\$ 570.48	\$ 1,602.48	\$ -	\$ 78,521.35	\$ 60,987.16	\$ 15,637.03	\$ 1,897.16	\$ 17,534.19	
01/29/21	INTEREST	\$ -	\$ 110.43	\$ -	\$ 28.85	\$ -	\$ -	\$ -	\$ -	\$ 139.28	\$ 110.43	\$ 25.73	\$ 3.12	\$ 28.85	
02/15/21	01/01/21-01/31/21	\$ 23,125.00	\$ -	\$ 5,171.74	\$ -	\$ 412.50	\$ 103.44	\$ 555.62	\$ -	\$ 27,225.18	\$ 22,272.06	\$ 4,417.20	\$ 535.92	\$ 4,953.12	
03/15/21	02/01/21-02/28/21	\$ 13,490.65	\$ -	\$ 4,252.94	\$ -	\$ 150.00	\$ 42.54	\$ 351.02	\$ -	\$ 17,200.03	\$ 13,062.40	\$ 3,689.95	\$ 447.68	\$ 4,137.63	
04/15/21	03/01/21-03/31/21	\$ 41,637.28	\$ -	\$ 10,755.30	\$ -	\$ -	\$ -	\$ 1,047.86	\$ -	\$ 51,344.72	\$ 40,806.64	\$ 9,397.88	\$ 1,140.20	\$ 10,538.08	
04/30/21	INTEREST	\$ -	\$ 5.09	\$ -	\$ 1.32	\$ -	\$ -	\$ -	\$ -	\$ 6.41	\$ 5.09	\$ 1.18	\$ 0.14	\$ 1.32	
05/15/21	04/01/21-04/30/21	\$ 3,750.00	\$ -	\$ 1,450.44	\$ -	\$ (56.25)	\$ (22.97)	\$ 105.60	\$ -	\$ 5,174.06	\$ 3,722.54	\$ 1,294.47	\$ 157.05	\$ 1,451.52	
06/15/21	05/01/21-05/31/21	\$ 1,875.00	\$ -	\$ -	\$ -	\$ (56.25)	\$ -	\$ 38.63	\$ -	\$ 1,892.62	\$ 1,892.62	\$ -	\$ -	\$ -	
06/21/21	TAX SALE	\$ 3,750.00	\$ -	\$ 1,531.64	\$ -	\$ (168.74)	\$ (68.92)	\$ 110.38	\$ -	\$ 5,408.92	\$ 3,831.25	\$ 1,406.98	\$ 170.70	\$ 1,577.68	
8/4/21	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,869.88	\$ (23,869.88)	\$ (19,178.06)	\$ (4,184.17)	\$ (507.65)	\$ (4,691.82)	
		\$1,826,250.00	\$ 115.52	\$477,590.73	\$ 30.17	\$ 69,433.53	\$ 18,127.86	\$ 44,325.61	\$ 23,869.88	\$ 2,148,229.54	\$ 1,702,609.10	\$ 397,405.25	\$ 48,215.19	\$ 445,620.44	
BALANCE REMAINING		\$0.00		\$0.00											

Gross Percent Collected	100.00%
Balance Due	\$0.00