

*Lake Ashton
Community Development District*

Meeting Agenda

September 19, 2022

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

September 12, 2022

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, September 19, 2022 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, September 16, 2022.**

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

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

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Consideration of Minutes from the August 15, 2022 Board of Supervisors Meeting and August 29, 2022 Workshop Meeting
5. Restaurant
 - A. Update Regarding Restaurant Inventory (*requested by Supervisor Landgrebe*)
 - B. Consideration of RFP for Restaurant Services and Draft Restaurant Lease Agreement

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

6. New Business
 - A. Presentation of Fiscal Year 2023 Maintenance Contract Analysis Spreadsheet
 - B. Consideration of Extension of Aquatic Maintenance Contracts with Applied Aquatics
 - I. East Conservation Area, Mitigations 1B & 7A, Wetlands 2-6 & 8, Pine Island & Utility Easement
 - II. West Conservation Area from Clubhouse to Boat Ramp
 - III. Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals, and Thirteen (13) Stormwater Ponds
 - C. Consideration of Extension of Pool Maintenance Agreement with Heartland Commercial Pool Services
 - D. Consideration of First Extension and Amendment to the Security Services Agreement with Securitas (*sent separately to Supervisors for their review for confidentiality*)
 - E. Consideration of First Extension and Amendment to the Landscape Maintenance Agreement with Yellowstone
 - F. Consideration of Renewal of Bingo Room Rental Agreement
 - G. Presentation of Fiscal Year 2021 Audit Report
7. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - D. Operations Manager
 - I. Consideration of Quotes from Yellowstone Landscaping to Refurbish Lake Ashton Boulevard Median Landscaping
 - a) Quote Including Magnolia Removal
 - b) Quote Not Including Magnolia Removal
 - E. District Manager's Report
8. 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
9. Public Comments
10. Supervisor Requests/Supervisor Open Discussion
11. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **August 15, 2022** 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
Steve Realmuto	Assistant Secretary
Lloyd Howison	Assistant Secretary
Debby Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	District Counsel
Christine Wells	Community Director
Matt Fisher	Operations Manager
Alan Rayl <i>joined late</i>	District Engineer
Dana Bryant	Yellowstone
Bruce Collina	Restaurant Focus Group
Rose Crognale	Restaurant Focus Group

The following is a summary of the discussions and actions taken at the August 15, 2022 meeting.

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 first item is approval of the meeting agenda. There was a second copy of the agenda that had an addition with the invoices, et cetera, from the restaurant. It was added to that agenda. Do I have a motion to approve?

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

THIRD ORDER OF BUSINESS

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

Mr. Plummer: Next is public comments. I have none.

Ms. Burns: I also have none. Just to note, we do have a public hearing on the budget and the imposition of operations and maintenance assessments so residents will have an opportunity to provide comment on the budget under a separate public hearing item as well. Then also on the Zoom line, if anyone has a public comment you can use Zoom's raise hand feature to be called on now.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the July 18, 2022 Board of Supervisors Meeting

Mr. Plummer: Next item is consideration of the minutes from the July 18th, 2022 Board of Supervisors' meeting. Are there any additions or corrections to those minutes as presented?

Mr. Realmuto: I had sent Jill some editorial corrections, facts, and figures.

Ms. Burns: We got a couple yesterday, they weren't substantial.

Mr. Plummer: Anybody else?

Ms. Carpenter: Yeah, I just have one minor one on page 29 and says that Kristen Trucco said something, but it was Jill Burns.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, the Minutes of the July 18, 2022 Board of Supervisors Meeting, were approved as amended.

FIFTH ORDER OF BUSINESS

Restaurant

A. Final Operating Invoice, Inventory Invoice, and Operating Statement

Mr. Plummer: Next item on the agenda is the restaurant. Do you want to speak to this Christine?

Ms. Wells: There was just a portion for the restaurant in the Community Director Report so you want me to talk about that section now? We did receive the final invoice for June 2022 restaurant operations and all charges are in the process of being reconciled. We did the semi-annual maintenance on the fire suppression system on July 27th. Hood cleaning is scheduled for this week. We also had been working on the restaurant redesign project. I do want to take time to thank BOLLA, they have sewn all of the curtains that are in the restaurant currently and Ann Heaton has done a lot of work with this project in regards to labor and project coordination and design. Dennis Krupinski, Barbara Ann Comer, and John Candler also contributed all the photos that are in there, as well as Larry Hillock and Debby Crosby worked a lot. There's been a lot of labor going on in that area. I took all the supervisors through and showed them the progress that we are and we'll talk a little further on some other things that we'd like to do with that project. Then finally, I know the restaurant focus group has been working very hard on a report to present to you guys and I know that's coming up right after here. That's all I have for now unless you had any questions?

Ms. Landgrebe: I just want to bring up a little generic statement regarding inventory since Christine and I have been working on that. We're still in the process of reconciling inventory and have a number of questions which we'll be talking with Metz hopefully regarding inventory. At this time, I'd like to just leave it very generic.

Mr. Plummer: Okay.

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

Mr. Realmuto: I believe that brings us to the restaurant financial dashboard that I put out.

Mr. Plummer: Exactly.

Mr. Realmuto: As Christine has mentioned, we did receive the final invoices, yes plural, from Metz. I think maybe we already received the \$41,000 invoice. I updated this analysis to include not just that, but also the June invoice and the final inventory invoice that we received. Now, as Christine mentioned we're still in the process of trying to reconcile those. There are some things that seem out of line and there's a lot of detail there. I know I've been working with Christine on the financial aspects and Debby has

been working on the inventory itself. We continue to pursue that and we'll hope to have more to report to you. Those bills have not been paid as of this date. But what it does show you, and I really hope this would be the last one I have to put out in one of these meetings, that we spent over the course of the 19 months that we've had the restaurant here, almost \$400,000 on the restaurant operations. That does not include the over \$100,000 that has been spent on various restaurant maintenance that we did to support it as an amenity. That's all I have on that.

C. Presentation of Restaurant Focus Group Findings and Recommendations Report

Mr. Plummer: Anybody have anything else before we move on to the next item? If not, the next item is the presentation of the restaurant focus group findings and recommendations report.

Bruce Collina: Good morning. My name is Bruce Collina and I live on Lot 929, which is in Lake Wales. My wife Nancy and I purchased our home in 2008, and became permanent residents in Lake Ashton in July of 2009. We've been here for 13 years and we've seen the five iterations of the restaurants in the current spaces there. I will attempt to be thorough yet succinct in my presentation for the restaurant focus group. As you well know the restaurant focus group was formed at the direction of you fine individuals. The objective was to obtain and review resident input with respect to the restaurant area and then to present to you some recommendations which we are here this morning to do. The group is comprised of 14 individuals. Some have longer longevity in Lake Ashton in terms of residence than others. But the group represents both residents in Winter Haven as well as Lake Wales. Some of the individuals were volunteers and others were recruited. The group was organized by, as you well know, Christine Wells who has been exceedingly supportive of the group, providing information. But I have to say in all sincerity, she has not directed or steered the ideas or opinions from this particular focus group and we're appreciative of that Christine. Thanks. The people come from various backgrounds. The food and restaurant industry, country clubs, cafeterias, various operations in the food industry, advertising, marketing, manufacturing, and the soul educator. I'm here this morning because I drew the short straw. No one else was willing or foolish enough to stand before this auspicious group this morning. The focus group developed a survey

which was not without controversy. Some of the comments that were received indicated that it wasn't lengthy enough. Specificity was not there, but we believe it met our objective to find out what do the residents of Lake Ashton want done with that restaurant space. There were approximately a little over 1,200 respondents and I did go through minutes of your last meeting and notice that there were some issues with the Internet and AOL. When I say AOL, but certainly Christine sent out 2065 emails to residents. Again, we received over 1200 responses to those emails over a 12-day period. There were several group members who actually visited and spoke with management of the restaurants in other 55 plus communities in the area. One was a community owned operation and the other was an independent restaurant tour who operated the restaurant. We can get into more of that, I believe the Board has the documentation regarding the two restaurants. This group went out and they spoke to, again these two establishments to find out information regarding the management of those groups, those restaurants, the food choices, the price points, and most especially the need for a community commitment by whoever comes in and runs a restaurant. The survey results, there were five questions that were posed. The most pressing one I guess is what is up on the screen now in terms of resident preferences for utilization of that space. 44.5% prefer a full-service restaurant, 34.9% preferred a sports bar for a total of 79.4% overall expressing a desire for some form of restaurant or eatery. There is additional information with regards to the various circle graphs that may or may not be available to you, but I believe they were in your packet. One question dealt with a frequency of eating out. Most people, almost 50% said they eat twice a week or more out and 31% indicated at least once a week. The other, I think most telling question was to support on-site restaurant here at Lake Ashton. 40% indicated they would support a restaurant here once a week. 30% indicated twice per month, and 24% stating they would support at least two or more times per week. A third question dealt with restaurants spending in terms of how much do you typically spend over the course of the month, I'm not going to go through that again, you have it in your packets. The last question actually was, with regards to what were they like to see in terms of services. 43% indicated they would like to see breakfasts being served, 91% indicated lunch and 93% indicated they would like a restaurant offering dinner. After we analyzed the survey responses over the last five weeks, the restaurant focus group has

two recommendations for you. This was a collaboration by all of the members. The recommendations were arrived at through consensus. Obviously 14 people, 14 opinions, 14 ideas of what is being presented to you this morning was arrived at through consensus. There are two recommendations. The first one is broken down into nine subcategories. Just to make the statement, being cognizant that this model has been successfully employed in similar venues, the first recommendation is that space should be used as a hybrid full-service restaurant/sports bar. I'll define that a little bit further as I go through the nine stipulations. People here in Lake Ashton wanted to see an establishment open seven days a week for lunch and dinner, brunch on Sunday mornings. I will tell you, even though we came to consensus on this second stipulation there are still varying opinions on it. Again, any and all decisions are up to the Board. The third stipulation is to hold activities after dinner to drive post-dinner spending and space usage and that's where the hybrid model comes into place. What we're suggesting is that during the dinner hour and again, do we have specifics in terms of time frame? No, not at this point. But for a quiet dinner atmosphere that would go on for a period of time, let's say until seven o'clock. Please do not hold me to that time frame. After that, more of a sports bar atmosphere. The sports bar, food offerings, wings, things that you would typically get in a sports bar. Then activities which would be more boisterous than what people would like to endure during a nice quiet dinner. What might that be? Could be live music, could be karaoke, could be darts, could be the installation of additional TVs so that people can enjoy and buy and watch sporting events. Again, these are all ideas. The specificity of it would come at a later point through the Board. Special theme nights offered during the dinner hour, such as maybe a prime rib night or an Italian night or a seafood night and those prices would be different than what would be offered during the dinner hour. We're not talking five-star dining here. In terms of price points for lunch we're talking somewhere in the vicinity of \$7.99-\$11.99 for lunch offerings, and the dinner range from \$11.99-\$16.99, brunch somewhere around \$9.99. Obviously, the special themed events would perhaps be slightly higher than that \$16.99 range that we're suggesting. One of the things that I think is crucial to the success of any restaurant here is advertising and that should be part of an agreement. The individual that comes in should utilize social media for advertising, trade journals, as well as local publications. The last three items going along with the

hybrid model would be to offer optional catering, to offer home delivery to residents during the slower periods of time of restaurant operation, and to offer curbside service during operational hours. Those would be obviously negotiable and dependent on whoever comes in as a lessee perhaps to be able to offer that because we certainly don't want any of those things to detract from lunch and dining experiences of residents here in Lake Ashton. Our second recommendation is that we would like to see you keep the focus group active, active in terms of the development of an RFP and the lease agreement, possibly to conduct pre-interviews with any potential candidates, and to provide additional insight and knowledge to this Board and future recommendations as well. All of that obviously is dependent on the Board wanting the focus group to continue. Just as a note, with regards to the RFP and lease agreement the focus group did begin to discuss both of those issues and has some ideas. I'm not ready to present to you anything that we discussed because we quickly came to the realization it would be presumptuous of us to begin that process without the Board saying to us, yes, we want our group to continue. I'm going to apologize for the last part, I'm almost done, of my presentation because I want to read to you our conclusion which I believe emphasizes our collaborative thoughts, so if you'll bear with me just for a minute or two. The focus group's review of survey findings, research, and discussions confirm the need and desire for a restaurant-like establishment in the space at the clubhouse. It is the belief of this group that a restaurant can be successful with the right vendor/owner selected and with a viable contract that benefits both the vendor and our community. A candidate is one who believes and acknowledges that the primary stakeholders are the residents and works to meet their needs and desires. We believe the price points are important and should align with the amount that our residents are willing to spend and have indicated as acceptable and should not result in a lack of quality food or service. Outside business and catering should be encouraged and solicited to help sustain the business but not to the detriment of the residents' experience. We believe a strong, concise, and clear RFP and lease agreement written to encompass these findings and recommendations will ensure a successful venture for both Lake Ashton and the selected candidate. I'd like to thank the Board for allowing the focus group to be in existence, allow us to present our findings to you here this morning. There are members of the focus group who are here present as well as I

believe some who are joining us via Zoom who are willing to address questions that you might have for us in a very open and honest way. Again, thank you for your attention this morning.

Ms. Wells: Thank you, Bruce.

Mr. Plummer: Before we get to the questions and considerations of other things as well, I'd like to take this time to thank all 14 of you who spent a countless number of hours in not only meetings and discussions and visiting other establishments as well but just in writing the report which was very concise and easy to understand. We appreciate that. Again, for the 14 of you, thank you and we'll continue with some discussion and questions at this point.

Ms. Carpenter: I have one just quick comment from the legal side. A comment was made that the group was formed with direction of the Board. Actually the Board was pleased to get input but this was not a formal committee that the Board agreed to set up a committee to take the input and there is a distinction. If a committee is formed where the Board has directed responses and issues, we would be subject to Sunshine law, etc.

Mr. Plummer: I believe that's exactly why we've titled it a focus group but not a committee.

Ms. Carpenter: Yes. Thank you. Just wanted to clarify that. Thanks.

Mr. Costello: Bruce, I have a couple of questions. Number 1, the places that you visited, how long have they been in operation at the time that you went to see them?

Bruce Collina: I was not one of the individuals who actually visited these two sites. I'm quickly looking through the information that's here and I don't have that. I don't know.

Rose Crognale: Hello, my name is Rose Crognale. I'm from Winter Haven side. I was pleased to be on the focus group. We did visit, it was called Cypress Lakes in Lakeland. The current people that are running that particular environment had been there for well over a year. Their price point for lunch and for dinner, were sandwiches, salads, things of that nature, none went above \$10.99. We were pleasantly surprised with the quality of the food there and the service that was provided. They have only been there for a little over a year. The way that they function was: every day they had a lunch special and they had a dinner special, but the rest of the menu remained the same. If you didn't like lasagna but your husband did, there was something on the menu for you to choose

from. I ordered a Philly Cheesesteak because I'm from that area and I have to tell you, they did a great job making it. Like I said, they were there a little over a year. The management group that was in there was only over a year. They're still functioning. It's not a public venue. It's only residents and whoever plays golf there and they're successful. They just showed us that it's a viable situation.

Bruce Collina: If I could answer that.

Mr. Costello: Sure.

Bruce Collina: It actually was not a management group, it was a community owned restaurant that the community hired a general manager and a food and beverage manager so they worked directly for the community. It was not a management group. The other operation has been in operation for four years.

Mr. Costello: For four years?

Bruce Collina: Four years.

Rose Crognale: Where was that?

Mr. Costello: They are owned separately I take it.

Bruce Collina: The other community, it was Four Lakes and the restaurant was operated by a restaurateur who gave a portion of his profits to pay for rent, etc.

Ms. Landgrebe: Rose did you visit? I'm sorry, Mike.

Mr. Costello: In speaking with either one of them, did either establishment come back to you with suggestions on what you should look for, what shouldn't look for as far as putting out an RFP for a restaurant?

Bruce Collina: I'm not sure those questions were asked.

Mr. Costello: Okay.

Bruce Collina: The big thing that was discussed during our focus group with both operations, was the necessity to have whoever runs it have a strong buy-in to the community and really listen to what residents want and their operation was predicated on information gathered from the community.

Mr. Costello: Good. Thank you.

Mr. Howison: Do you know how many households or residents were in either of those two?

Bruce Collina: I do. Cypress Lakes, there's approximately 1,602 homes and in Four Lakes, 378.

Ms. Landgrebe: Rose, did you also go to Four Lakes?

Rose Crognale: I did not go to Four Lakes but I have to tell you that Cypress Lakes was very forthcoming with information and I'm sure that if we were to approach them and ask them for some pointers on setting up an RFP, they would be conducive to do that.

Mr. Plummer: Did either of those establishments receive any financial support outside of what they charge customers?

Rose Crognale: No.

Mr. Realmuto: Cypress Lakes did not?

Rose Crognale: It did not.

Bruce Collina: Neither did Four.

Mr. Realmuto: They were not operating under deficit, is that correct?

Rose Crognale: That's correct.

Mr. Realmuto: I hate to use the word profit, but they didn't lose money.

Rose Crognale: No.

Mr. Costello: Did either one of them have a situation where residents were expected to spend a minimum amount of money in the restaurant at any time?

Rose Crognale: No. Not for Cypress Lakes.

Bruce Collina: I don't believe so.

Mr. Costello: Thank you.

Rose Crognale: I believe that the way that they set up their menu and the price point and quality of food and the quality of the service, drove the residents to use it more frequently. It's a shame that it's not open to the public, but it was an excellent venue and it can be done.

Mr. Costello: I don't doubt that it can be done. I recently went to a restaurant in Winter Haven that had just opened and it was excellent. I would go back again and I think that that's a big part of it. The better an operation you run, the more people are going to want to go back, which is only common sense.

Bruce Collina: The two ladies who spent the greatest amount of time at both of those establishments, said that they were very much willing to share information.

Obviously, it was during operation hours so they were limited in terms of how much time they could spend. They were exceedingly forthright in terms of answering questions and I'm sure if there were additional questions that we can't answer, again, if you so choose to continue with this focus group, then people in the group could go back and answer additional questions that you might have.

Mr. Costello: Did you spend any time with any Board members from either area other than the restaurateurs?

Bruce Collina: Not that I'm aware of. Unfortunately, the two individuals who visited are not here today, I thought they would be on Zoom.

Ms. Wells: One is on Zoom. I don't know if she's able to talk right now.

Mr. Costello: During the course of the time that you were there, I take it there were people in the restaurant?

Rose Crognale: Exactly. You know what, they did have things like karaoke, music, all that kind of things. During the day it was very well-suited. They also had a walk-up window for the people using their poolside facility. Pool goers cannot enter into the restaurant.

Ms. Landgrebe: That makes sense.

Rose Crognale: They had an open window, which we had that earlier and we have the patio. They had basically the same and they just put the food out. When they are at lunchtime, everyone at the pool was coming up, getting lunch and it was very well attended.

Mr. Costello: Thank you.

Mr. Realmuto: Do you have any recommendations as to what we should do as far as next steps to implement your recommendations?

Bruce Collina: Obviously, any decisions are the Board's. Our recommendation is that we would like to see you continue to use the group as a resource. So we would like to go back, talk about RFPs, talk about lease agreements. Bring boilerplate back to you for your consideration. I would say that will be the next step.

Mr. Plummer: This is my opinion, and not obviously the Board's opinion, but my opinion is that we should keep the focus group intact and keep them working. I think that, at some point, if they are going to work towards suggestions with RFP, etc., most likely a

Board member should attend that gathering, and I would gladly volunteer to do so, that's not an issue. If there are more questions, they can ask those and not have to wait for our next meeting to come around to get answers.

Mr. Costello: I would think that maybe, and I am not trying to interrupt you but maybe what we could do is like you said, have a liaison, work with them on an RFP. Take that, send it over to Jan, have her review it because it seems like every time you turn around, you can't do that by luck.

Ms. Carpenter: Yeah. If you aren't going to get to the point where they're referring documents, you should make it a formal committee and have it advertised and open to the sunshine. I mean, you're going from general community recommendations to Board input, so that required notice and advertising.

Mr. Costello: It's exactly what I was talking about.

Ms. Landgrebe: Why would we have them write the RFP?

Mr. Howison: They did not suggest they would.

Ms. Landgrebe: Not suggesting, it was implied.

Mr. Plummer: I'm sorry, if I implied that I apologize because they have suggestions about that.

Mr. Howison: They could give us some suggestions as to what could be included in an RFP, what were some stipulations they think would be critical, and I would assume that if they are just those types of things that we could avoid making them a committee.

Ms. Carpenter: If they're providing suggestions that the Board may or may not respond to or incorporate, then you probably can keep it as a community group, giving input.

Mr. Costello: Ultimately, we are the ones who are going to review it and decide yes or no. I mean, at that point, like I say, I would want it moved along as quickly.

Ms. Carpenter: Agreed. You just want to make sure that if they are giving significant input that the Board is going to incorporate, then the public has an opportunity to give them input. That's where the line is. You just want to make sure that if they're giving input, the Board here is discussing what they want to take and that the public has an opportunity to comment on it and give their input.

Mr. Realmuto: Can we do that by having them come back to us at our meetings, as they did here with recommendations though, the public has had a chance to hear and comment on it at the same time we do. Rather than having perhaps a Board member liaison answering their questions and essentially speaking for the Board, would it be more appropriate to have them come back to meetings to get that feedback in an open forum?

Ms. Carpenter: If it's pure feedback and they're not giving input on what the Board is going to be doing. Once the Board has opened the discussion, it's feedback, its community input, that would be fine. But if they are going to be making recommendations for the Board to consider, then you're getting into a committee that is actively doing Board business. It's a fine line.

Ms. Landgrebe: I would think they'd be making suggestions similar to how we did it for Focus 2025, we did not make recommendations, but we shared the findings and the Board was able to draw their own conclusions.

Mr. Howison: Bruce had a question. Go ahead, Bruce.

Bruce Collina: I'm understanding what the attorney is saying. We're certainly not looking to put together an RFP or lease agreement. I think our intent is more to provide some bullet points for consideration. I don't know whether that falls within the guise of the Focus group?

Ms. Carpenter: That sounds right. You're giving them the public input, so the Board has the views of the community while they're making the decisions. That sounds fine.

Mr. Realmuto: Yeah. To me, it sounds similar to any resident in the community getting up and speaking during public comment and saying they'd like to see XYZ in the RFP. It's along those lines, I think that's what you're suggesting.

Ms. Landgrebe: Right. Now I did hear Bruce share that one of the sites was only open to residents, and yet it seems like we've been saying, we want outsiders in to help support the residents. That's a different mindset. I'm not sure where we're at, but it may be too soon to know where we're at.

Mr. Howison: I will say that she referred to Cypress Lakes, it is only open to residents. I've had the opportunity to eat there because we rated the golf course and they feed your lunch afterwards. Cypress Lakes is out a ways, pretty far north of Lakeland, so there's not a great deal immediately around there, without fighting the traffic around the

mall, north of town. I think that's one of the reasons. Secondly, it's a very active golf community, and the food quality and prices are good. I think we'd go back to if we ultimately offer a product to people that is of decent value, that they deemed to be of high quality and value, then people are going to come. Historically, that has had some inconsistencies, I'll put it that way. I do have one comment and I don't mean to sound overly critical, but from these numbers, the one question was; how often are you willing to support a restaurant in the clubhouse? And 40% said once a month, twice a week or more was 24.4%; and twice a month was 30%. When I used those numbers based on the number of respondents, not extrapolating, I come up with anywhere between 49-64 and 50 to 97 meals per month. I point out that there's only been three months since Metz took over since we've hit those numbers. March and April of '21 and March of '22. It's a high bar that we've got to get over. Just a point.

Bruce Collina: If I could comment on what you've just stated. Your first thought was in terms of quality and price point. The second are concerns in terms of numbers. I think, however, if we can establish an establishment that does have quality food, quality service, responsive to residents, that those numbers could be significantly more than what the survey reflects based on what these two particular communities have. They rely on their residents. As you pointed out, the quality of food, the quality of service, responsiveness to residents says a great deal about the success of those establishments.

Mr. Howison: The other thing I'll say is that at Four Lakes, the operator of the restaurant is the owner operator and chef. Remember it's a small community. Years ago, I had the opportunity to eat there, but it was before this guy took over. But again, they kept it small as opposed to a large establishment with a lot of overhead. That's how he's been successful from what I hear.

Mr. Realmuto: I would like to make sure that Lloyd's comments are taken to heart. I had the same concern in that the survey responses aren't borne out by our own experience and the guest counts basically. I think I've heard the gentleman suggests that perhaps the numbers can be even better than the survey indicates with the proper price points and quality of food. Again, we have had some pretty good months here during peak season. What we're telling you is the residents, I think, say they will support it. But they

did not, those are hard facts. We have to exercise our duty and be skeptical of whether or not we're going to improve on those numbers there, whether or not they're realistic.

Mr. Howison: I will add that I went through and looked, so we had 44% and 35% full service and sports bar, but if you then took those and looked at the corresponding comments from those folks, pretty much everybody wanted the same thing that just came down to exactly what the focus group has told us. They wanted some casual dining and they want some options, but they want again a lower price point and they want servicing and quality food.

Ms. Landgrebe: I think we also have to remember, as Lloyd mentioned, Cypress Lakes is out there in the middle of nowhere. We've got a lot of fast food, I guess slash comfort food types places around. That's our competition as well.

Mr. Costello: The only thing there is that with good quality, with good service plus the fact that you don't have to leave the community, we've got to let people know that that's a big plus.

Ms. Landgrebe: It's a huge plus.

Mr. Costello: A huge plus. You don't have to leave the community. Somebody comes to see you. Let's go to the restaurant. Restaurant is right on campus, as my daughter would say. I believe it can be done with the right people as was stated before.

Mr. Plummer: Okay. A couple of issues here that we need to decide on. One is obviously continuing with focus group being up and operating and working within the parameters that they suggested. If so, do we want to continue that operation as it has been without a Board representative, which is fine as well. Just want to get clarification in which direction we're going. Then the next thing that I want to talk about is obviously, if we wait for them to do their due diligence and bring that to the next Board meeting, we're pushing everything down 30 days, 60 days. All of a sudden, you're significantly into the next calendar year and maybe pass some of your busy season. There are some things that we need to think about in that regard. If we want that to move, how to get that to move a little quicker pace than every 30 days a decision.

Ms. Landgrebe: What is our next workshop? Could we incorporate them into that?

Mr. Plummer: The next workshop is the 29th of August.

Mr. Howison: It's a joint workshop.

Mr. Plummer: It's a joint workshop. It is a joint workshop on the amenities, I suppose to where we can do the joint amenity and then break out and do one of our own following it. Same day or we're too time sensitive for that?

Ms. Burns: We should be able to if we confirm that today. I can't come in person but I could attend via Zoom call. It is a workshop so I don't think that will be a big deal, but I just have another meeting that afternoon.

Mr. Plummer: Obviously, if it is a workshop, all residents are welcome to come to a workshop and the focus group also can be at the same workshop when we can all talk about it openly in that regard.

Mr. Costello: I'll make a motion that we keep the focus group together that Christine work with them in order to develop things that we would like to see in our RFP and that we move forward with the workshop and try and develop it that way.

Mr. Howison: Can we do that with staff direction without a motion?

Ms. Burns: Yes.

Mr. Realmuto: I have a question on the logistics of the workshop. What I hear you saying, is we're going to have a workshop the same day that we're having the joint workshop that was previously primarily for the purpose of going over the draft joint amenity policy, just logistically, where do we intend to do that?

Ms. Burns: That was going to be my question. The joint workshop is at LA 2 at 9:30. I can't imagine it's going to be any more than a couple of hours. Do you want to schedule the workshop for this back here in the afternoon after lunch?

Ms. Landgrebe: Yes, please.

Ms. Burns: That way It gives you a little bit time in case it does run longer, it gives people time to eat and then come back here.

Ms. Wells: I would just have to move a group that's here at noon.

Ms. Burns: Well, maybe or something else.

Ms. Landgrebe: Maybe some focus groups can bring lunch. I'm kidding guys. Don't put that in the minutes please.

Mr. Realmuto: If it is a space issue, I don't know if it would be appropriate to be in the dining room space that is now available since there is not a restaurant in there.

Ms. Wells: We can do either.

Mr. Realmuto: Or we could move that group there. We have the spaces, that is the point I am trying to make.

Ms. Burns: So does 1:30 work for everyone? It gives you enough time to go to the joint workshop, get some lunch and come back. We will advertise for 1:30 at this location.

Mr. Plummer: Bruce, is the focus group clear on the direction that we discussed here today?

Bruce Collina: Yes.

Mr. Plummer: The workshop, will you have preliminary stuff worked on to bring and discuss with us at the workshop?

Bruce Collina: We will work diligently to have something for you.

Mr. Plummer: Thank you very much.

Ms. Landgrebe: Stan has a question.

Mr. Plummer: I know.

Stan Williams (Resident): Is there a regular meeting after the workshop so if you could maybe decide. If you get enough information at that workshop, you might want to make a decision to go forward, which will require a meeting.

Mr. Costello: We can't make any decisions at the workshop.

Stan Williams (Resident): That's why I'm saying you have to schedule a meeting after the workshop, and then you have to announce that.

Mr. Plummer: I think the reasoning for the workshop is to gather the information so that at the next meeting we can make a decision.

Ms. Burns: Correct.

Mr. Realmuto: There would only be two to three weeks until the next meeting, and I believe that what we'd like to come out of this with is, things that an RFP might include would be the primary. I think a workshop is appropriate. I don't know if we could go forward with that with just direction or if we have to wait for the next meeting, but it would be not a long time.

Mr. Howison: It would be the 19th of September.

Mr. Plummer: Any other discussion in that regard?

Ms. Landgrebe: No, but if we're going to look to them for the 19th or whenever the September meeting is to move forward, is it okay for Christine if they meet, or this

committee sees a restaurant here that they're interested in, to encourage them to provide their information so that documents can be mailed to them as well?

Mr. Plummer: You can always gather information to send an RFP to in the future. If we find someplace that they like or whatever and they wanted to encourage them to do so, but the RFP will be also a pretty broad document that a lot of different restaurants can make proposals as well, but I don't think that would preclude that.

D. Update Regarding Restaurant Inventory *(requested by Supervisor Landgrebe)*

Mr. Plummer: You did the update on the inventory, correct? That was the next item on the agenda, but it's already been taken care of.

SIXTH ORDER OF BUSINESS

Old Business

A. Discussion Regarding Joint Amenity Policy Update Draft *(requested by Supervisor Realmuto)*

Mr. Plummer: Next item will be old business regarding the joint amenity policy update from Supervisor Realmuto.

Mr. Realmuto: We provided the draft policy at our last meeting. It has not changed since then. The group has not met since then. We provided in a full month in advance of this meeting to provide the opportunity for comments and feedback and can discuss it as a Board, we also answered all the questions that had been asked at the previous meeting. What you have in front of you is the Joint Committee which consists of representatives from both CDDs ahead of you. We united on this and so now's your chance to comment and provide feedback and things you might want to see in preparation for the workshop that we're going to have as a joint committee.

Mr. Plummer: At this point, you have the worksheet in front of you that we can talk about here, but then obviously the workshop on the 29th is about that. Looking at Lloyd's paper from here, there's about a bazillion colors there, so I'm not sure what he's going to want to talk about, but he's got a lot of highlights there.

Mr. Howison: It's simple. I have a couple of questions. My questions are all around the suspension and termination process. In the early stages, it talks about notification of supervisors. So besides being notified, what role or authority do the supervisors have in dealing with those things? Then the second question would be, I understand that there

have been a couple of occasions where disciplinary letters have gone out and there was a misunderstanding on the part of the individual that sent those letters out and those actions had to be walked back. So in those cases, does the Board review those and act upon those, and what authority does the Board have? I will couch that this did not occur in the Lake Wales side, but what authority does the Board have to address that thing and ensure it doesn't happen again?

Mr. Plummer: First of all, as you go through the steps for suspension or termination, etc., there it's obviously four steps, and I don't think there's adjudication until you get down probably just step 4. Everything prior to that is simply by staff. To answer your question, when the Board would get involved, I would think that would only end in the fourth.

Mr. Howison: The Board is notified in step 2. I didn't know if there was any other role or authority that the supervisors had at that point. For instance, if we felt that there was some overreach.

Mr. Realmuto: As Bob mentioned, that there is the notification, so if upon notification if you felt that there might be something that should be investigated or if there was an issue. That would be a problem to proactively become involved. It's not a requirement, it's just a notification. I will point out that I shared what is concerned about some of those letters that went out. Again, they were not in our CDD, so they're really not our purview or our staff. But there was at least one case where action seems to have been taken without consulting the alleged offending party at all. We have a role in developing these policies. If we want to make it a requirement that the alleged violator being at least interviewed or have a chance to respond before instituting the penalty beyond a day or whatever it says here for the initial one. That's something we would choose to insert into the policy.

Mr. Plummer: Quite frankly, in the past, and there had been some violations that have been handled by staff, that typically there is an interview process that they talk to not only the offending party, but anybody else that's involved in any incident that would require any termination or suspension of use of the amenities. I think there is an investigation that takes place by staff, so that starts with the beginning is, at any point, I assumed in the process, I'm going to assume this will be a legal question. But I'm going

to assume at any point in the process if the individual wanted to come to the Board and ask the question and ask the Board about it, that is a prerogative to do so.

Ms. Carpenter: That's correct, and it may be something to put in here that in the brief written report, which will include interviews with witnesses and the alleged offender. The question I had, and this was the step 1, step 2, rather the first offense, second offense, it's not clear to me on what step 1 and step 2 is. Is it the first offense and then you go to the second offense? Just the change in language is not clear to me how you would handle issues.

Mr. Realmuto: Yeah. I do have a concern, and I was on the committee, that the wording confuses these things about the way it works. Christine, the question was about essentially why we changed the headings from first offense, second offense to step 1, step 2, it becomes less clear what those steps are about. I don't know if you recall anything from the meetings and would like to respond to that, or should I take that as a suggestion that they should perhaps change back for clarity.

Mr. Plummer: Taking it from an enforcement, perspective, Step 1 to me is the first step in any violation. Then if the violation is not rectified, you go to step 2, and if that's not rectified, you go to three and finally four, but when you read through this, it doesn't necessarily say that. It talks about a second violation, and then not only that, but when you follow the steps, it should be for the same violation. There should be a different process started for each violation.

Ms. Carpenter: I was reading it as separate offenses, that the first time something happens. The second time something happens. It doesn't have to be the same offense, but it could be the second time the same person has an issue. So I think that needs to be clarified.

Ms. Landgrebe: Well, and I think that's why they changed it to steps, and you could just not have that heading for the first offense, second offense to me meant separate violations each time versus it could be the same. It obviously is the same violation and here's the measures that they're taking.

Mr. Realmuto: What I'm hearing is that there is some ambiguity, perhaps some introduced by the wording change, but it can be interpreted in different ways. My understanding of how I read it was that it was for multiple occurrences of second or third

occurrences of the same type of violation. Not a completely separate one, but I can see how we interpret that that's something you think needs to be clarified, or is it mostly that, no it should be clear when we're referring to the offense with the steps.

Mr. Plummer: I agree with Steve. To me, it's like four steps for the same offense. It's like the offense was committed. It was committed again and again, and then the fourth one is when you get to the final step. It's not necessarily a new offense, although it does talk about documentation from any prior offenses as well. So it is a little bit confusing whether you're talking about a particular event or a multitude of offenses.

Mr. Howison: That's a good point for the workshop.

Mr. Plummer: I think that's where it should be hashed out because we can say whatever is going on here, but we both have to agree on that across the Board.

Ms. Landgrebe: In that same category, I have a question beginning on Page 6.

Mr. Realmuto: Can I stop you one second? Because I don't think we have quite finished on this. Lloyd alluded to an event where perhaps the investigation that should have been done was not done. I don't know if what you may be alluded to was the same one that I'm thinking of. But Bob, to do just what you're saying is that someone goes out and interviews people. Again, there's at least one case I can think of, where that didn't happen. It happened to be with an offense allegedly occurring in Winter Haven with a Lake Wales resident. I did not go out seeking them, but the resident happened to talk to me about this, and what had happened, and it was clear no one ever reached out to him to get his side of the story, as he put it. So that's a concern.

Mr. Plummer: It's an operational issue that both the Winter Haven side and the Lake Wales side needs to take care of in their own house basically. We're not going to dictate obviously how Winter Haven is going to investigate their issues, and they're not going to dictate how we do ours, but each and every one from my perspective on the Lake Wales side should have an in-depth interview. If we're going to start suspending or terminating uses of amenities, you want to make sure you've got all your ducks in a row when you do so, but again, at any step, any resident who feels like they've been wrongly challenged should come to one of these meetings and speak up. I mean, this is where the final judication takes place, is in this committee or this Board right here.

Ms. Carpenter: That should be included as a final sentence.

Mr. Realmuto: I believe it is already, at least for the fourth offense or step. It's required to come here at that point.

Mr. Howison: Yeah, presented to the Board.

Mr. Plummer: This is a Supreme Court when it gets to the final step. But I think that the place to hash out some of these issues is at the workshop and not necessarily here because it's going to be across both planes, if you will.

Ms. Landgrebe: I agree with you, but it would be nice for the five of us to be on the same Board when we go to the workshop.

Mr. Plummer: I think we pretty much are. We know that it needs some language change and some more specifics to it, but I think that's something that should be handled between the two Boards and not just ours trying to do something separate.

Mr. Realmuto: Absolutely.

Ms. Landgrebe: I have one question under the suspension and termination at the first paragraph where we talked about termination up to one year. Do we want to open that up suppose there could be something that occurs where you might want to suspend whether it's a resident or someone coming to a function for longer than that. So is there a way to open that window up?

Ms. Burns: I've had a couple of these over the years. Generally, what the Board will do is suspend for a year and then give them the opportunity to come back and have another hearing and decided if they want to continue with the suspension or not, this is how I've seen that done in the past. I also have seen somebody ban them from the facility forever.

Mr. Plummer: What you're suggesting for is a termination of one year to life.

Ms. Burns: Usually, when you're talking about never being allowed to come back to this facility, you've committed a felony on District property and there's a police report.

Ms. Burns: You're not talking about you have to read it. Yes. So guess what it.

Mr. Costello: Christine, has this ever gone that for?

Ms. Wells: Just one incident with an outsider, that attended bingo.

Mr. Costello: An outsider, okay.

Mr. Plummer: I'm assuming if it's an outsider, our judication doesn't carry much weight there.

Ms. Burns: Trespassing with the police.

Mr. Realmuto: Yeah, I believe the committee did discuss this. You'll notice that paragraph that you are referring to with the top death. We actually deleted "all guests' privileges." I believe that this process is designed to make it fair to our patrons and our patrons are basically residents. It says nothing about guests. Guests have no rights. Frankly and we can choose to do whatever.

Mr. Plummer: If you have a problem with a guest, it's going to change from an in-house rules to a law enforcement issue, and you'll end up with a trespass and they'll be given notice not to ever enter the premises again. It's two different items if it's an outside person. Now, if you want to talk, guest. If you're talking guest of a resident as opposed to an outside person who comes to bingo, for instance. That's two separate situations because of his guests for residents, the resident is actually involved at that point.

Ms. Burns: Residents are responsible for the actions of their guests.

Mr. Costello: The only thing that opens up is that we're looking to bring people in from the outside for the restaurant. So we could have an issue there.

Ms. Burns: So let's say you have a drunk and disorderly in the restaurant. They are not a resident, they are not a guest of a resident. You would trespass them with the police and they would not be allowed to come back.

Mr. Costello: That's the same as a bingo person coming in.

Mr. Plummer: That will be a law enforcement issue. Are there other items that we need to go over today or should they all become workshop items?

Mr. Howison: This is a simple one and it's really, I think more a question for Jan. On Page 14, we have photos of events by using District amenities, patrons grant the District the right to use published photographs and or videos, which may be included in Lake Ashton media without their inspection or approval. Do we have any liability should those same pictures be used on social media by someone? So say that I take these photos at an event or we take those photos and we post it out on our Lake Ashton living site. I pulled that photo down. I put it out on social media.

Ms. Carpenter: Once we put them out, they are public records. They're open to the public. That is one of the reasons we're disclosing it.

Mr. Howison: Okay.

Ms. Carpenter: I did have one other comment on the lakes and fishing on Page 21. It may be wise to add a statement that the patron is responsible for obtaining any fishing licenses that may be required because we say they can fish.

Ms. Landgrebe: Isn't this private?

Mr. Costello: I thought it was in there.

Mr. Realmuto: Is that required to fish on a private pond?

Ms. Carpenter: I don't know which is why I'm saying if there were any requirements, and these are public.

Mr. Plummer: Well, I would say that the larger lakes are public lakes, so I'm sure they would require it. I don't know about your retention ponds.

Ms. Carpenter: I just want to make sure we're not granting permission if there may be some other requirement.

Mr. Realmuto: Just for clarification, we explicitly took lakes out of this so as not to confuse the issue. I realize it's still on the title. We need to address that, but I believe it was somewhere.

Ms. Carpenter: If it's a District and it is public.

Mr. Realmuto: Yet, it's no different than any of the rooms here, at the bowling alley. Yes, it's public and the public can get access by joining the CDD and paying the non-resident user fee, and gain access to that way. I don't see why the ponds would be any different.

Ms. Burns: Normally the ponds are a stormwater function. They are not an amenity.

Ms. Carpenter: Correct.

Ms. Burns: It's not a pond that you boat on. So generally, that's how they're handled in District policies and how you can say you can't fish on them if that's what you're looking at because they are a stormwater pond for stormwater use. It's not an amenity, which is how you can say you cannot fish on it to people on the outside.

Mr. Plummer: Taking that, what you're saying is if they are a private entity and not a public lake, you probably don't need a Florida license to fish in a private pond.

Mr. Realmuto: Sounds like we need to get an answer to your question.

Mr. Plummer: Well, we have a qualification here. What is it about 20 acres or more?

Mr. Howison: The FWC fishing license, freshwater fishing license on the FWC side, and coverage. It says private fish ponds. License covers fishing in private pond of 20 acres or more.

Mr. Realmuto: We do define a pond separately from the lakes or elsewhere. I don't believe we have a lot more than 20 acres.

Ms. Carpenter: Then let's just take the lakes out of the term then. Thanks.

Ms. Landgrebe: I'd like to go back to page 14 to the photos of events, that by using District amenities we give them the right to take photos. What if I am renting the ballroom, and I don't want photos taken by the District.

Ms. Burns: I would handle that in the rental agreement by saying that whoever is reserving the room makes that request, we can look into adding that into the rental agreement or something of that nature.

Mr. Plummer: You're talking a rental agreement from an outside concern, not a resident making a reservation to use the ballroom?

Ms. Landgrebe: A resident using the ballroom for a private function.

Ms. Burns: You would still have a rental agreement. A lot of times we'll get a request from an outside vendor about certain things they want added into the agreement and if we get that request, we usually run it by Jan if it's something that we need to add in. They will ask for identification or certain things and sometimes we can do it, sometimes we can't, I would just deal with that as an individual request and the rental agreement rather than addressing any amenity policies.

Ms. Landgrebe: Okay. Thank you.

Mr. Realmuto: Just so there's no mistake about this paragraph, that we're talking about grants, it grants the CDD, the District, the right to use these in District media only, so it doesn't grant the District the right to publish them on Facebook or any of that matter. It says, "To include in Lake Ashton media."

Ms. Landgrebe: Which is public, because we are a public entity.

Mr. Realmuto: Lake Ashton media is things like the LA Times or email blasts, anything else. Any of our other media that we control.

Mr. Howison: Once it's published it is public.

Ms. Landgrebe: Can we talk for a few minutes about outsiders who pay the annual fee to use our amenities? I know we should discuss this at the workshop, but I wanted to get a sense from our group. What page is that?

Mr. Realmuto: That's what I was about to ask you.

Ms. Wells: Page 4.

Ms. Landgrebe: Thank you, okay Page 4 towards the bottom, non-resident members. I know currently the fee is \$4,000. I know there's a process to go through if we wanted to change that number, and I realize that no one has to my knowledge, utilized that. If we look around us, there's hundreds and hundreds or more homes coming up, and we have beautiful amenities here and it could potentially occur that folks want to use our amenities because of our lovely setting and how we maintain everything versus what may or may not be available to them in their community, that's where I'm coming from with this question. I'm not sure if \$4,000 is enough considering what our own residents pay, considering the fact that that \$4,000 is for two people and their guests. I have concerns with that, so we give them all the things, we give them all the amenities then as a resident.

Ms. Burns: I can tell you it's significantly higher than what most in the area are, you have to do a lot more amenities than a lot of other communities who just have a pool. I think the reason this was chosen is because usually what you would be lining up with what a resident would pay for an annual debt and O&M assessment and that's in line with that. If you start getting much higher than that, I think you could. If somebody wanted to challenge and say it's unreasonable, you could give them the case for that, but, I mean, at this point, nobody is taking advantage of that and if you start to have additional requests where let's say you have more people and you need to hire more security or have more janitorial, then you could look at increasing in this time. But I think at this point it's fairly reasonable for what you would see in CDDs across the board, and to this point, nobody is taking advantage of it. To increase it significantly more than that, you may be opening yourself up to some protests where there's really no concerns because nobody's taken advantage of it at this point.

Ms. Landgrebe: I hear what you're saying. Is there a way to minimize them for that \$4,000, that it doesn't include gas, or it not being for two people because now you're talking it's \$2,000 a couple or less if they bring four guests, six guests or eight guests.

Ms. Burns: Generally, when you pay that non-resident user fee, it gives you the right to use the amenities as you are a resident. So if you have, for example, a lot of facilities that if you have a pool you can bring up to two guests per household, it would give you the opportunity to bring two guests per household just like a resident.

Mr. Realmuto: There are protections around guests that's almost a separate issue. As staff has repeatedly directed us the fee needs to be kept reasonable and justifiable in comparison to our O&M assessment and our bond assessment basically, and if you look at it, I think we're getting pretty close to the limits of what we could justify. I agree that it needs to be reviewed as our assessments go up, but I think we're still within that, so it was raised not that long ago actually it was in the last six months or so.

Mr. Plummer: Obviously, it is something that we can revisit at any time if it becomes an issue, but at this point is not an issue. So let's see when if it happens if we need to. Any other discussion or any other items in the amenity policy? Hearing none. We'll move on because the only thing we are going to do is go to the joint workshop on these on the 29th.

SEVENTH ORDER OF BUSINESS

New Business

A. Public Hearings

I. Public Hearing on the Adoption of the Fiscal Year 2023 Budget

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

Ms. Burns: Can I say a couple of things for the record here?

Mr. Plummer: Go right ahead.

Ms. Burns: This public hearing was advertised in the paper in accordance with the Florida statutes. We also sent mailed notice to property owners within the community as well, just for the public's information, we also sent the required copy of the budget to the city at least 60 days prior to this hearing. The first thing we need to do is take a motion to open the public hearing.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, Opening the Public Hearing, was approved.
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Ms. Burns: Any public comments? I see none.

Mr. Realmuto: This is everyone's chance to weigh in. This is going to affect your assessment this year one way or another.

Ms. Carpenter: Did you receive any by mail or email?

Ms. Burns: We did not.

Catherine Schlep: My name is Catherine Schlep, and I live on Turnberry. I'm very proud that you guys have done the focus group because to me the restaurant is very important. The biggest things that I have been disappointed by is the menus and the price. I agree with the focus group. If we get something that's more reasonable, I think more people will come to the establishment. I'm very happy with the focus group. Thank you.

Mr. Plummer: Thank you.

Ms. Burns: Any other public comments on the budget?

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

a) Consideration of Resolution 2022-07 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds

Ms. Burns: Resolution 2022-07, adopting the District's fiscal year 2023 budget and appropriating funds is included in the package as requested at the last meeting. There are two versions of the budget, one that proposes a \$200 per lot increase and one that proposes a \$300 per lot increase. Steve, do you have anything you may add?

Mr. Realmuto: Sure. First of all, for residents benefit and supervisors for that matter. The very first agenda packet included an earlier version of the budget. I just wanted to be sure everyone's looking at the right one. I believe the agenda packet was updated. In fact, it was updated on Friday. If you're looking at something that you pulled earlier than that, it's not quite up-to-date. There were some corrections made to that. I am going to be proposing at least one additional correction today. As long as everyone is looking at the right one, our budget is essentially two budgets, our general fund budget and our capital project fund budget. We've been through this before, so it's not my intent to go through it line by line. We've talked a lot about funding our capital reserve fund. I just want to point out the line from the general fund that determines how the capital project

fund is funded. If you look at page 2 of the general fund budget, down at the very bottom, below total expenditures, total other sources and uses. There's a number there on the right under the proposed FY2023 budget of negative \$455,901. That essentially is the excess where if we follow this budget exactly, that's the excess we would have from the general fund at the end of the year to fund. I'm looking at the three-year version, but the \$300 increase version, by the way if you are having trouble following along and they can only do one at a time. It's the same on both budgets. It is that line item from the general fund that is available to fund the capital project fund at the end of the year. That's how our spending choices affect the capital projects fund. I just wanted to point that out. Then we have essentially two budgets we're considering, one is an increase of the amount we've advertised of \$300. It would raise, I believe on a net basis, \$2,055,000. There is another change that was made recently and that was a change to the number of lots in the assessment. I've gone over this in great detail with Jill. Essentially, those were lots that were transferred with the golf course purchase, so they were taken off the books. It doesn't actually change anything, we haven't been being paid an assessment for those lots since we transferred the golf course. It's just that we weren't accounting for it properly. It changes the numbers and the budget because of the number of lots, but it doesn't change what we've been collecting versus prior years. Basically, we have 962 homes, each of which pays that lot assessment and the developer for each remaining property in the community of Lake Wales is assessed for a total of 12 lots, the golf course property is not subject to assessment. Although it changes some of the numbers, and quite frankly, you'll see there where we're using less money basically, it means that we can expect to collect approximately \$6,100 less. The numbers do change in the budget. It's one of the many challenges we've had and the reason why the increase is necessary. Hopefully that explains that. It does change the numbers and the budget. It doesn't change versus what we've actually been collecting versus the prior two years. I hope that's clear. If anyone has any questions about the general fund or other concerns on the general fund, I invite them now.

Mr. Plummer: Any questions?

Mr. Realmuto: That was on the general fund. But that brings us to the capital projects fund page of the budget. When you first came out, I left in each of your places a

version of the capital projects fund budget for the \$200 option as well as the \$300 option that incorporates the most recent invoices from the restaurant. These are the invoices we hadn't yet received at the last meeting, but have now received. They were not in any prior versions of this budget. This is something new today that I'm presenting, so the Board has the most up-to-date information. Those amounts are under review and we're trying to reconcile them. But if we should go ahead and pay those amounts down at the bottom of the rejected next two months, I've highlighted these in yellow and is in copies the supervisors have. Under capital reserve, this is the transfer out from the capital reserve to the restaurant enterprise fund that had been previously estimated at around \$13,000 based on prior invoices. We have invoices for \$44,431. That's the one number I changed, and that follows through to all the other numbers. We haven't really dealt on the objective next two months. Basically that means we're spending from the capital projects fund under the total projected up to \$187,261. That will leave us with a balance in the capital projects fund at the end of the year, again, assuming these projections are correct, \$273,754. That number gets to that. That's our total projected for this fiscal year at the end of September. That number, the \$273,754 becomes essentially a beginning balance in our capital projects fund for the proposed FY 2023 budget. You will see that number at the top as a carry forward surplus for proposed FY 2023. Capital reserve transfer in is what essentially this budget and if the numbers don't match, it's because I'm looking at the 200 versus the 300. The bottom line is at the end of FY 2023, total revenues would be into this budget and I guess it says the \$200 I am looking at this is the first place the numbers change, by the way. The \$200 increase at the end of FY 2023, we would have \$640,000 in the capital projects fund. With \$300 increase, we would have \$730,635 in the capital projects fund. Then if you look at the table on the bottom, the FY 2022 numbers, for the most part didn't change except that this is a table that attempts to project where we are in the capital projects fund in the years going forward. Interest was not being taken into account, so I added that line there. That doesn't make a huge difference, but it is a difference. Because of that increase in restaurant expenditures, that line that's highlighted changes. Again you see there at the end of FY 2022 again we'll have a balance of \$273,724 and I basically filled in the table with realistic numbers going forward, so that we start with the beginning balance and then we put in realistic expenditures. The

previous version of this fiscal year had expenditures like \$20,000 and clearly, every year we spend at least \$250,000 for the capital projects fund, so I inserted that going forward. Basically, that's what you can expect to wind up looking at the ending balance of each of those fiscal years. They assume that FY 2023 matches the budget projections and that after 2023, where the amount that you would be funding, the capital projects fund with is either \$365,000 with a \$200 increase in the assessment or almost \$456,000 with a \$300 assessment. The number I plugged in for future years was \$400,000. That can be done, I think without an increase. If we have \$300 assessment increase this year, it would probably require another increase next year if we went with the \$200 assessment. I wanted to give you an idea of how this affects us in the years going forward, I realized we got settled on a number from the research study. That's a future discussion, but we have to make a decision today and what we want to do. Here's all the information that we have to answer questions.

Mr. Plummer: Any questions?

Ms. Landgrebe: It is quite a bit to digest. But when we're looking at capital budget funds, we approved certain things a while ago. Do we need to revisit them before we adopt a budget to say, hey, let's implement additional funds towards them to cover inflation or whatever?

Mr. Plummer: Obviously, anything that we have done capital project wise and has not been completed, you can stop at any particular time. There's nothing that says you've got to continue forward with it. The exception being what's going on, on Berwick today, that's in motion. That's obviously going to be something that's done. But if it's a project that's not started, you can always stop this. I don't know that we need to revisit that today before we approve the budget. Because you can change it.

Ms. Landgrebe: You're talking about things for '22 that we haven't done yet?

Mr. Plummer: Correct.

Ms. Landgrebe: So we need to figure that out, right?

Mr. Plummer: Not to do with budget, no.

Mr. Realmuto: I'll point out that we updated the projected. That's the most recent information we have. That's the best we can do.

Ms. Landgrebe: For '23 do we need to consider increasing any of those?

Mr. Costello: How are we going to determine what we're going to use as an increase? Like what Bob said, a lot of these projects that we've put in reserve, they've never been done. They canvas, I think outside. Just different items that I guess you could say go on a wish list and then as time goes on, you somewhat lose traction. To try to determine where we could go with increasing, it's just too much what we are going to use, give me a number?

Ms. Landgrebe: Okay. For instance, I know Matt is going to talk about chillers for the pool. Is that going to go in '22 because for funding are going to look at it and add it to '23, it's nowhere right now. I'm trying to understand since I'm new.

Ms. Burns: It would depend on if the Board approved it. We would have to do it right away.

Ms. Landgrebe: We are trying to approve a budget for '23 now.

Ms. Burns: But you're always going to have expenses that are incurred after the date that this is adopted.

Mr. Costello: If you look at most of the invoices, or the projections that we receive from companies, most of them say that it has to be done within 30 days. Some of them I think have cut back to 15 days and 10 days to project what you're going to see in inflation. Right now at any time it's really hard.

Mr. Realmuto: You'll notice most of the numbers that we have here are rounded to \$200 and that's because we don't know exactly. I think for the most part we've tried to take into account inflation. We can't possibly know, so we can only use the best information we have.

Mr. Costello: When most things are approved, they're always approved with a not to exceed. Due to the fact that as you start going into the project, all of a sudden you find out that, you want to do XYZ, but first you got to do ABC and you didn't put the money there, so it is hard.

Ms. Landgrebe: Then are we saying that with a \$300 increase that that would allow us some flexibility as the needs come up or the projects that we've approved come up, it will give us the ability to fund them with an 8% inflation rate

Mr. Realmuto: Within the parameters of the budget, we have that \$455,000 excess. If we adopt the \$300 assessment increase, it will reduce that. I would hope that to the

extent we went over the budgeted amounts on some items, we'd be looking to reduce them or not spend in other areas to balance the budget. That's what each of us do in our own households.

Ms. Landgrebe: Right, but that \$400,000, also we need to push some of that out to help fund the future, correct?

Mr. Howison: He can't hear anything, get that microphone closer.

Ms. Landgrebe: Okay. Is that a reasonable question?

Mr. Plummer: I think your question is reasonable. I think that there's a lot of missed numbers in that we don't know what the future is going to be holding and what it's not going to be holding. One of the big things in the future that we've talked about at length is the street lights. We don't know exactly where we're thinking about going there either. I think that you're trying to get to do a projection on some pretty unknowns, and I think that we're better off to deal with what is known at this point and try to save the dollars, get the most bang for our buck into the long-term reserves.

Mr. Realmuto: Good point. It's not just inflation then, quite frankly, these projections are only going to be good for literally I suspect a matter of minutes until we've approved some of these quotes, that are coming to us later in the meeting. But again, I know none of us have a crystal ball and it's not something that you revise every time you change it, it's going to get worse.

Ms. Landgrebe: We are trying to prepare for a rainy day, so to speak.

Mr. Realmuto: I think we know where we're at. We've got two proposals on the table in front of us, one for a \$200 increase, one for \$300 increase. I think we're at a point where we can motion to go one direction or the other.

Mr. Costello: Christine has a something.

Ms. Wells: Just looking at the budget under repairs and maintenance for restaurant. I know historically we have covered repairs and maintenance in the restaurant and there's a \$0 amount allotted for fiscal year 23, which would take us to September 30th, 2023. Do we want to put any amount in there contemplating we would move forward with that?

Ms. Burns: I think once we have a decision, a lot of the time there are categories that come up. We would just add that category to the financial and then you'd allocate the costs to there.

Mr. Plummer: Once you know what the total is, you can move the numbers around inside the budget to where they fit.

Ms. Landgrebe: Even though we do have some equipment in the restaurant that's pretty old and on its last legs.

Mr. Plummer: You could still move it around from line item to line item.

Mr. Realmuto: Not only that in this capital projects fund we included \$16,000 for restaurant.

Mr. Plummer: That's in the capital.

Mr. Realmuto: It is. We moved it from the general fund to the capital projects fund. My point is that this equipment is actually included in the main budget.

Ms. Wells: What about repairs and maintenance?

Mr. Realmuto: Yeah. That is zeroed out from the general fund.

Mr. Plummer: I will entertain a motion in one direction or the other.

Mr. Realmuto: I've already said only to reiterate that I believe the \$300 increase means there is a chance we won't need to increase it next year. A \$200 increase would mean unless we're really good at expense savings, and I added that to the agenda as another topic, but unless we're really good with that, chances are we would have another increase coming next year.

Ms. Landgrebe: Well, I'm not willing to make either of those statements, but I will propose a \$300 increase.

Mr. Plummer: Thanks for the motion.

Ms. Burns: It would be a motion to approve Resolution 2022-07, adopting the budget with a \$300 increase from Debby.

Mr. Realmuto: I want to be clear that that motion includes the changes I proposed to the capital project fund.

On MOTION by Ms. Landgrebe, seconded by Mr. Plummer, with Ms. Landgrebe, Mr. Plummer, and Mr. Realmuto in favor, and Mr. Howison and Mr. Costello opposed, Resolution 2022-

07 Adopting the District's FY2023 Budget and Appropriating Funds, was approved 3-2.

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

Ms. Burns: Next, we have our public hearing on the imposition of operations and maintenance special assessments. This is a separate public hearing that will impose the operations and maintenance assessment based on the budget that the Board has just adopted as well as the debt assessment. So all we're doing here is approving the tax roll that is included based on the budget that the Board just approved. But it is actually by statute a separate hearing. Just to confirm as well, that it has been advertised.

Mr. Plummer: Do we need we need a motion?

Ms. Burns: We need a motion to open this hearing.

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

Kathy Fields (Resident): Hi, my name is Kathy Fields. My lot number is 1030. I spent some time looking at one of the budgets. It wasn't the final one. I did not have an opportunity to look at the final one, I was not sure that it was sent out to the public. I would like to get the final copy if I could, please. But I am concerned with the \$300 increase because it was never explained why it's going up \$300. I know we have inflation, but is part of it due to the restaurant? And if it is due to the restaurant because you did go through how much we did spend on the restaurant, will this assessment go down next year because that is a one-time expense and you should not be incurring it again. So my concern is with the \$300, you're just going to keep it again and again, but for what purpose? Is it for it to be an increase to reserve or is it a onetime thing for the restaurant to cover costs of the loss of the restaurant?

Mr. Realmuto: Let me take the first stab at that. We've had a lot of pressures on our budget, but let's not kid anyone the deficits that the restaurant has created in the capital projects fund is the largest by far, you see that it was almost \$400,000. So that is most of it but quite frankly, inflation has had an effect particularly wage inflation. Some of

the biggest increases in our general fund budget for FY 2023 are 12%, basically, for our staff. That exceeds the normal, roughly 5% increase that there has been in the past due to the increased cost of health care, in my understanding. I don't know if there are other reasons for that. Jill might be able to elaborate. But we've seen an even larger increase in average security outlay of over 19%. And again, that has to do with minimum wage and inflation. So inflation clearly is responsible for a piece of that particularly going forward and what we're concerned about with the capital projects fund having been depleted so far. And by the way, this is water under the bridge, it happened a few years ago but we also expended out an unplanned expenditure out of the capital projects fund of about \$230,000 for the acquisition of the golf course. All of those have left the capital projects fund woefully underfunded. That's my take on the reasons for this.

Ms. Landgrebe: Let me also add. If you go back to the agenda two months ago, there was an extensive document included regarding the reserves study. In there that takes a longer range look at what is going on and there's a lot of things, not just the golf course, bridges, ponds, that been added to the community's responsibility. There are a number of other items included there that shows that consistently we've included or added more things to the community but not updated necessarily the reserves for future. So when looking such as streetlights that we currently lease and may be looking to purchase when those leases come up. So there is an extended look that where things could start going into the red. That was two months ago. Last month, we discussed that document in greater length and it goes into a number of those explanations. Some of that may also help understand. I know it helped me and then going to look because it's not just our short-term event budget items, but longer term and even longer term. So I hope that might help too.

Mr. Realmuto: I just want to come back to your question because I think I forgot to respond to one part of it. The part of your question that asked, is this a one-time increase? I want to point out that the \$300 increase, I think raises roughly on a net basis, \$250,000. You see that the restaurant deficit alone was almost \$400,000. So clearly that would not be enough to cover it in order to get the capital projects fund back up to where it needs to be even without the increased expenditures contemplated in the reserve study that I just spoke about. No, I think it would be unrealistic to assume that it will go back down.

Kathy Fields (Resident): Okay. So you're saying that the restaurant is going to deplete our capital budget by \$400,000.

Mr. Realmuto: It already has.

Kathy Fields (Resident): It already has. We're already at left of what? \$300,000 at the end of this year?

Mr. Realmuto: With the budget we just adopted, I believe contemplates exiting with a capital reserve balance of \$273,000.

Kathy Fields (Resident): And next year taking into consideration for the \$300 increase, where are we going to be at the end of the year?

Mr. Realmuto: The end of FY 2023?

Kathy Fields (Resident): What would be the surplus from the general fund into the capital fund?

Mr. Realmuto: What I'm showing as an ending balance because it includes interest is for \$473,205.

Kathy Fields (Resident): Okay. But we haven't determined yet where we would like the capital fund to be for future contingencies, that's still under study?

Mr. Realmuto: There's several versions of the reserve study, but that is probably a minimum. It's well below where it's been in previous years, I can tell you that and there were major projects that come up with the road repairs that we just started today. I think we need to be sure there's money available to do it when it needs to be done.

Kathy Fields: So we can safely assume that this \$300 increase will stay in effect for future years, because there will not be a decrease?

Mr. Howison: It's unlikely there will be a decrease anywhere in the next couple of years at least. And as they both said a lot depends on the reserve study which we've undertaken already but understand that when we do this, it's a forward-looking document and we have a responsibility to fund the capital reserve into the future years. As we look down the road three to five years, it should be in pretty clear focus, but as we looked down to 10 years, it gets a little fuzzy. Well, this reserve study goes up 30 years. Obviously, it's anybody's guess what 30 years looks like but we use standard planning parameters that have been defined by professional organizations, and that's what we apply. So to your point, it's unlikely that the \$300 would go down unless we pull a rabbit out of our hat.

Kathy Fields (Resident): Thank you very much.

Mr. Realmuto: That said, thank you, Kathy, for those insightful comments, you did great. Just discussing the budget with you has been a great help to me. I just want to say that although we've answered honestly, I think, and that the \$300 is not likely to go back down, I would like to see this Board get out of the mode of thinking everything we authorize an expenditure for needs to come out of the assessment. As I mentioned, I had an agenda item on here for expense savings opportunities. I think we've got to start looking at tightening our belts and looking everywhere we can to save on expenses and see some of it come from there as well. That's what will minimize future assessment increases. The motion before us is to set the assessment. This isn't where the assessment is really set. When the assessment is set it is with every vote, we take to expend funds. That's where the real decision is made because we have to cover that expense. So it is when we vote to spend money on something that eventually it comes back and when we're forced to raise the assessment. Thank you.

Mr. Plummer: Are there other people?

Maxine Ritter (Resident): My name is Maxine Ritter. I live at lot 393. And what I am hearing you say is that you are voting for the \$300 increase so we don't have to increase next year. I understand. My concern is that I have an extra \$300. It's mine to spend. If we are really concerned about limiting expenses, maybe we need to increase the assessment the amount that works for us, which \$200 seems to work for us at this next year and then look at it again in another year. There's no harm in doing another assessment next year. But once we've increased it, \$300 it's increased \$300. I think that's human nature that if you've got x number of dollars, you're going to spend x number of dollars. For the most part it limits your ability to budget more frugally. It's what I'm saying about the whole thing, there's no harm in increasing the assessment again and we have no way of knowing whether or not inflation is going to continue to go at the rate that it is, but that it's trying to pull back on inflation and with the recession that's coming, that will help pull back inflation. We may not, in fact be in as dire straits next year as we are at this time this year. I'd really like you to think about whether or not you might want to do two assessments instead of doing one that might not necessarily be required in the future.

Mr. Howison: Thank you for that.

Mr. Realmuto: I just want to clarify. It's only with my personal opinion saying it's my hope that it's less likely that an increase would be needed next year. I intend to hold fast to that position is I'm justified on savings and expenses.

Mr. Plummer: Thank you. Are there any other comments? Seeing none. Motion to close the hearing?

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

a) Consideration of Resolution 2022-08 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns: So unless the Board has anything else, it would just be a motion to approve the resolution adopting the assessment roll.

On MOTION by Mr. Howison, seconded by Ms. Landgrebe, with all in favor, Resolution 2022-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

B. Consideration of Resolution 2022-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023

Mr. Plummer: The next item on the agenda is the consideration of Resolution 2022-09, designation of regular monthly meetings, date, time, and location for the fiscal year 2023.

Ms. Burns: The schedule that is in your package is the same as the current one. Just a couple of days were changed due to the holidays.

Mr. Plummer: Am I correct that the November date was moved to a later date to get the amount of time between the election and the meeting?

Ms. Burns: That's correct, and to take out the week of Thanksgiving.

Mr. Realmuto: Quick question before we take a vote on that. Is the intent to adopt the joint amenity meeting schedule at the joint meeting that is coming up or would that be done now?

Ms. Burns: We put that on the agenda with the date and it is the same. It's a quarterly schedule that rotates but with the same month we did this year. So it's going to be out there. But yes, it's on the joint agenda.

Mr. Realmuto: Okay.

Ms. Landgrebe: Then I have a question too, did we want to add any workshops?

Mr. Plummer: Typically, we schedule the workshops as we move along and we find the need to do so and not do them as a regular schedule.

Mr. Realmuto: Could we save money by anticipating the need for those workshops and advertising them on the same notice?

Ms. Landgrebe: Like all at once, you mean?

Mr. Realmuto: Yes, instead of a separate notice going out for a meeting we scheduled just a month or two prior.

Mr. Howison: Do workshops have to be advertised?

Ms. Burns: They do. Every time you place one, the cost of that averages.

Mr. Realmuto: But if we place it and include it in this notice, will we need to place it again?

Ms. Burns: I just want us to point out that your schedule is based on the number of meetings you have, your management fees and things are based on the number of meetings that you have and if the intention is to add four workshops a year, that are on different dates than regular meetings that may be something that would impact other budget line items as well.

Mr. Costello: Under normal circumstances, we have one, only for the budget, which is usually in April, May, or somewhere in there. But it's not a common occurrence that we would have a workshop but, I mean, this is something that simply came up.

Mr. Realmuto: But the budget workshop is certainly one that we had anticipated. That's the one that might benefit from having the time. The joint workshop we're doing is being done at the same time as the joint meeting, so that's not costing us anything extra.

Ms. Burns: Correct. That was in place of that.

Mr. Realmuto: It's just getting the notice out there for it that I'm interested in doing just to save whatever that cost, again a couple of \$100 here, a couple of \$100 there they add up.

Mr. Costello: Well, we schedule workshops at meetings, so can't we just at a meeting if we should schedule a workshop, just put it in there?

Ms. Burns: We just placed the annual meeting schedule so, if you wanted us to add the workshop.

Mr. Howison: We do the budget workshop in April or May?

Ms. Landgrebe: When do we do it, Christine?

Ms. Wells: It's usually April.

Mr. Howison: Okay, we've got a meeting on the 17th of April. The following Monday is the 24th, if we wanted to do that. Or could we do the workshop following our regular meeting on the 17th?

Mr. Costello: Well, I don't think we did that this year.

Ms. Burns: In years past, we used to do it in place of the April meeting. We used to just hold the workshop and usually didn't have a meeting, but in the last couple of years, we've done it all.

Ms. Landgrebe: You can make it as part of your meeting, if you'd just decided, in April, you're going to have a very limited agenda to talk about the budget, you don't have to make it a workshop, you can just make it part of the meeting.

Mr. Realmuto: I think that makes sense if we notice it, so it gives the option of having a workshop on the same day as the meeting on April 17th?

Ms. Burns: We can put it as a workshop at 9.30 a.m. and the meeting at 10. As long as it is starting after.

Mr. Realmuto: You might want to give out at least an hour.

Ms. Burns: As long as it is starting after the advertised time. It just gives us the ability, there's nothing on that agenda other than minutes and public comments that we would not have to essentially sit around and wait as long as it's after the advertised time from an advertisement perspective, we're okay.

Mr. Realmuto: I'd like to suggest that we advertise the workshop at 9:00 a.m., and the meeting at 10:00 a.m. I realize it's a half-hour earlier than we normally start, but as you say, in case we choose not to have it. Or does that not work for staff getting here?

Ms. Burns: 9:15 a.m.? I drop my son off at school at 7:45 a.m., so it's just cutting it close.

Mr. Realmuto: 9:30 a.m. to 10:30 a.m. works as well. That means we can't have a regular meeting until 10:30 a.m.

Ms. Burns: Correct. Right. If you are advertising at 10:00 and we start at 10:30, that's fine if it takes an hour. That was my suggestion to doing it earlier.

Mr. Realmuto: Okay, I understand how that makes sense.

Mr. Plummer: I think the workshop should follow the other meeting hence as opposed to the other.

Ms. Burns: The Board meeting is at 9:30, and the workshop is at 10:00.

Ms. Landgrebe: If it's 10:30 or 11:00, that's okay.

Ms. Burns: Correct. The only thing is if something comes out of the workshop, you can't vote on it if you go that way.

Mr. Plummer: But it's a budget workshop.

Ms. Burns: Correct.

Mr. Plummer: Okay. It's been long enough. I might have to amend the motion, do you want to amend the motion?

Mr. Howison: Yeah, I'll let Jill.

On MOTION by Mr. Howison, seconded by Ms. Landgrebe, with all in favor, Resolution 2022-09 Designation of Regular Monthly Meeting Date, Time, and Location for FY2023, was approved as amended.

C. Discussion Regarding Expense Reduction Opportunities *(requested by Supervisor Realmuto)*

Mr. Plummer: The next item on the agenda is discussion regarding expense reduction opportunities. Steve?

Mr. Realmuto: Okay. I put this item on the agenda, right? I do not have a printed list, but it's essentially a report on things I've been working with Christine on and other opportunities, but I wanted to get a sense of the Board on this before we go on. What motivated me to add this to the agenda was, quite frankly, I feel bad about hitting our residents with the scope of the increase that we did of 15%, which clearly is going to have a negative impact on some of our residents, particularly those that are on fixed incomes, I'm very sensitive to that. I do think it was needed, but I think if we're going to assess our residents for a 15% increase, it behooves us to do everything we can to look for ways of

saving money, that's the other side of the equation. I've been having all of the invoices and basically every dollar that goes out of the CDD, I get an email about it, what's going out. Just recently after the last meeting, I started scrutinizing those invoices in great detail. I sat down and talked to Christine about some of this and kudos to her, and Matt, but especially Christine for working with me on this and they've done a fantastic job, identifying errors on bills, things like charging a sales tax that we shouldn't be charged for, errors and duplicates, being billed for things we shouldn't be billed for. That applies to some of the lighting invoices, brackets, and extra lights that don't exist. We're pursuing all of those and at a particularly busy time to the best of our ability. Things like changing the refuge pickup schedule and the amounts we pay there. I don't know if supervisors are aware but there are actually two bills we get. We were billed for on a pickup schedule of twice a week, \$800 a month for the recyclable's container, and then an additional \$400 a month for the refuge container. Now, two questions come to mind. One, after the restaurant was no longer here, can we reduce the schedule? That's the easy one and I just heard this morning that we had done that. The other thing I did not realize we're paying twice as much for the recycle container as we are for the trash container. I realize it's a good thing to do for the environment, but assuming it's actually being recycled, I won't go there. But is the Board on board with doing things like perhaps considering eliminating that and therefore saving a lot of money. That is the savings of a year, we're at close to \$10,000 a year. I don't know whether the size of the container for the refuge needs to go up or not, but we can look at those things. The point is, it's things like that, that can save an awful lot of money. That one is probably one of the bigger dollar items, but even little things, for example, we provide free disposable cups, lids, and straws near the bathroom on the east side. I recently saw an invoice go by for \$300 for just cups, so I asked how much we spent in the last year, I believe, and that person in front of me was saying, it was right around \$1200 that was spent in the last year, essentially on disposable cups.

Ms. Wells: It was probably a little bit more than that, closer to two.

Mr. Realmuto: Close to \$2,000 cups, lids, and straws. Here's a little way for this Board to demonstrate its commitment to lower expenses by directing stuff to no longer provide those for free. I like being able to have a cup available to me too, but nothing

stops you from bringing refillable bottles and filling your water from the filtered water that we do provide there. I'm not proposing eliminating that but can this Board get behind saving \$2,000 a year by asking staff to no longer provide those disposable cups? That's one immediate one I can make. The other thing I was going to ask is the sense of the Board on utilizing staff time to help go through some of these invoices and back-and-forth with the various agencies like TECO. Is there interest in pursuing this and bringing them back into the Board? Those are the two things. Those are examples that there's more to look at with everything going on out there.

Mr. Costello: One of the things that we should be looking at is that I believe the air conditioning is on all night long here. This is a fairly big building. We should have thermostats installed that drop back probably at 10 o'clock and then come back on at, let's say, 6:00 in the morning so that during the night, we're not paying in order to keep a building cool that nobody is in. I mean, I think there's a lot more than \$2,000 going out there. There's considerable amount of money that could probably be saved with a minimal investment as far as these thermostats go. It's something that if we're going to look at money, let's look at where the big money is going, and I think a lot of money is probably, as a matter of fact, we had somebody here for Monday coffee from TECO not too long ago, I believe maybe three weeks ago where he even said that dropping it two degrees. I really don't think that it's going to go up that much at night. I think that's something that has to be investigated right away because I think there's quite a bit of money to be saved there.

Mr. Realmuto: Mike, I agree with you and those are the things I have like a list I've been accumulating. What you're talking about is cooling savings. There are multiple ways of achieving that. Lowering the temperature at night, smart thermostats. There is an awful lot of lighting in this building that is left on with no one present. I know nobody likes having the lights go off on them in a room when they're there. But the fact of that is people forget to shut them off and it does help. I can't count the number of rooms I walked by that had no one in them. Or even outdoor lighting. Outside of some of these rooms or the pavilion, I have gone by.

Mr. Costello: Well, some of the rooms we have like the bowling alley are motion detectors. The minute you walk in, the light comes on. Why can't we do that with other

rooms? Because, quite honestly, our electric bills could probably be cut considerably if we make some smart moves.

Mr. Realmuto: Cooling is one of the biggest areas I think we can save. It applies even to the weatherstripping on some of these doors. I talked to Christine and Matt about the fact that the rear lobby door doesn't close properly. I know it's been worked on in the past, but that needs to be fixed. I'm sure we're losing a lot of money out that door and the store here. There are many places. What I'm looking for is the Board's support on pursuing these things and talking to staff about it. I don't think each of them need to come back to the Board. There's going to be little expenditures for some of these, whether it's weatherstripping or smart thermostats as Mike referenced. But I think we need to start attacking that problem going forward.

Mr. Plummer: I don't think there's anybody on the Board that will object to saving money and whatever the process is, so I think moving forward with that is a good idea.

Ms. Landgrebe: But I'd like to be kept apprised.

Mr. Plummer: Well, I think we can be once that's done, but I don't think that every one of them needs to come here for a decision. You just come back and report once it's done.

Mr. Realmuto: I would encourage each of you to talk to Christine as I will. I would assume she could cover that in her report, things that we've done in the last month

Ms. Landgrebe: I do want to raise a thing about recycling. Is that not a law that we should be recycling?

Mr. Plummer: No.

Ms. Burns: No. Not that I'm aware of.

Ms. Landgrebe: But it is good environmentally. No, don't shake your head. Totally eliminating recycling might be up over the top. So, residents, this is where I think it's very important for them to have a say too. I'm not saying that we should or shouldn't do it. I'm just not sure totally eliminating recycling is the right move.

Mr. Realmuto: I meant no disrespect by shaking my head, Debby. What I was thinking when I did that is that would be true if what we put in the recycle bin was actually recycled. I believe if you talked to Republic, you will find out that because the market has collapsed for a lot of recyclables, some types of recyclables go in. We should be aware

that we may not really be accomplishing anything other than spending more money. But that's my concern. Does the Board have any objection to stop the purchase of cups?

Ms. Landgrebe: I think we need to educate the community. I mean, just stopping coal does not work. Do water bottles fit under them?

Ms. Wells: Some of them do some of the do not. The taller ones don't.

Unidentified Resident: Then you're reducing the amenity by removing the cups.

Mr. Realmuto: As well as our expenses. But there's a solution, bring your own cup, and if they don't fit, I'm sure we can fix that.

Ms. Landgrebe: Maybe. I mean, it does cost money to buy one of those ones that you can fill.

Ms. Burns: We've put some in recently. They're about \$1,200. You keep the water bottle and fill stations you see it at gyms and stuff like that, they're usually about \$1,200.

Ms. Landgrebe: So there's costs to consider long term.

Mr. Realmuto: Perhaps.

Ms. Landgrebe: But it's long-term.

Mr. Realmuto: Yeah, I mean, we have a motion out there already. This is just one example. But I mean, any cost savings we propose, someone is going to object to it. The question is, are they willing to pay for it or not do something like a road repair because we don't have the money left because we spent it on cups? I'm sorry to pick on this one thing. To me, it just seemed like one of the obvious areas that's a want rather than need.

Ms. Landgrebe: But again, you have to educate the community first to prepare for this.

Mr. Plummer: I think the change in thermostats, lighting, and that kind of stuff just move forward with that, see how that works. I think when you start changing the amenities such as the cups, maybe we could look at things like cheaper cups.

Ms. Landgrebe: Or smaller.

Mr. Costello: Another area is that the lights right at the pool and all that, some of them are on all night. I mean, let's start getting energy smart and get rid of some of the bills that we're paying out due to the fact that we're just not using our common sense when it comes to letting the temperature in this building go up at night. We're leaving

lights on all the time. Any money that we save, like you said, it's essential. There's no two ways about it. But cups, I'm sorry, but I can't agree that that's a major item.

Ms. Landgrebe: As staff is reviewing these things, maybe there's a list that starts with the most dollars spent down the list. Because focus on \$10,000 a month makes a lot more sense than \$2,000 a year.

Mr. Realmuto: It all adds up.

Ms. Landgrebe: It does add up, but we start with the big fruit first and work your way down.

Mr. Realmuto: My only concern is that it sounds like you're looking for some kind of one-time comprehensive list and I think that we're going to continue to find these, and I'd like to attack the ones we find where we can. I guess I have to ask do any other supervisors support again, reducing expenditures like this, the cups, in particular. Let's give ourselves some credit, they can get the education out there, send out a notice. It wouldn't have to happen immediately. They have to put up signs in that area. But if you're forced to choose between that nicety of providing cups and there is an expense to that versus a lot of repairs we've done have been under that amount, by the way, in the neighborhood of a thousand dollars. You're forced to choose between two of those. You have to think of it in those terms. There's always a lot of pushback on someone's favorite little nicety that's an amenity. Well, really, I'm sorry, that, to me, sounds like some degree of being spoiled. You can't on one hand, say you want the CDD to provide you with the cups and complain about increases that are used to pay for them.

Ms. Landgrebe: All its suggesting is maybe there's a less expensive option. Maybe instead of \$2,000 for cups, lids, and straws, maybe it's down to \$1,000. Get smaller cups, thinner cups. This is what the beverage industries have been doing. Look at how cheap these bottles are now. That's all.

Mr. Realmuto: Okay. What I'm hearing is perhaps Board direction to ask them to investigate ways of reducing that expense.

Mr. Costello: No.

Ms. Landgrebe: No?

Mr. Costello: We're not saying that we shouldn't ask staff to look for ways to reduce costs. All we're saying is that we want to look at the big-ticket items. We want to look at

the things, like I said, cooling this building at night, leaving the lights on around the pool. We want to look at the big-ticket items that are going to bring us back a considerable amount of money. \$100 a month on the cups as far as I'm concerned, I don't like spending it but by the same token I'm not going to worry about it.

Mr. Howison: Let's simplify a little bit. To me, the staff should be looking at everything. Turning the air conditioning down in this building overnight doesn't directly impact or negatively impact any individual. Those that may negatively impact the community need to be brought back to the Board, and those others just go for it. Put in the motion detectors. Look at the lighting, maybe something like the outdoor lighting. Maybe we need to consider safety, we need to consider security. But there are a lot of no-brainers in that.

Mr. Costello: They can be put on timers where at night they're out. We're not spending the money on the electricity. Like I said, power right now is a big-ticket item.

Mr. Howison: It's surprising that cups is an emotional issue, but apparently it is. That impacts our community and residents, so those kind of things need to come up to the Board to be discussed, whereas putting in smart thermostats and reducing our lightning and cooling costs.

Mr. Plummer: What I'm hearing here is the direction to the staff to start at the top and work your way down. List everything that there is. We start with the ones that do not impact residence initially in their daily lives if you will such as the lighting.

Mr. Howison: This shouldn't be seen as an event, a cost-cutting event, this is a process that goes on every day, every week, every month. Then let's see if we can save 30 grand or 40 grand in this next year.

Ms. Landgrebe: Here's this thing with the cups, if you get the right restaurant in here with the right beverage company, there's no reason why a major beverage company can't supply some cups. They've done it in the past, used to do it all the time.

Mr. Realmuto: Thank you. I think that was a useful discussion for all members of staff.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: Moving along. We're going to go to monthly reports. First on the list is the attorney, Jan.

Ms. Carpenter: I don't have anything special this month.

Mr. Plummer: Wonderful.

Mr. Costello: Save some money.

B. Engineer

I. Proposals for Curb Repair and Pavement Repair at Dunmore and Ashton Club Drive:

a) AAA Top Quality Asphalt, LLC

b) S&S Contracting of Polk County, Inc.

Mr. Plummer: Next item on the agenda, the engineer's report.

Mr. Rayl: Thank you. They will be working on Berwick and the Ashton Club at the same time this week. The contractor's schedule, they expect to be done with everything by Friday. So if the weather holds out, we have good opportunity to do that. Hole number 1, we just had it repaired. I just stopped by there before the meeting and saw the sod hadn't had a chance to take hold. The filter had been washed out. I checked with the golf course to see if they still had a small stockpile of concrete rubble, it was a bit too late. They got rid of some material we could have probably used there. But what I'd like to do is place some rip rap there which is broken concrete or the large rocks. Similar to the repair that was done on hole 9 west to try to hold that slope a little bit better where we're not relying on the sod to get established and hold the dirt in a race against weather events. We're getting a price from a contractor to do that. If that works out well, I think we could apply that in the other areas where we start to see some erosion pop-up. It's an easy very cost-effective way to re-establish slopes, and there's not a lot of other mechanical things involved. It is not a sea wall. So it could prove to be a good method for stabilizing some of these areas moving forward. I'll keep the Board post on that, we should know something before the next meeting. Then since our last meeting, we received bids on the next three areas that the Board wants to see repaired, which were the two inlets on Dunmore, just south of Ashton Club that I suspect it is probably the same thing we did see in some other locations which is there's a failure at the pipe at the storm water area where it's not sealed and we're losing material into the storm sewer system, and then you

end up seeing it evidenced by a depression on the road right in front of the inlet. So we have quotes for those two locations. Then also the other end of Dunmore at Ashton Club, there's another similar depression in front of an inlet. So all these we expect it to be the same cause. We found more than one instance in the community. But we got two bids, one is from AAA Top Quality Asphalt, which is the company out here doing the Berwick and Ashton Club work. We asked them to bid this in the same mobilization here this week. That's probably could be why they were a little more competitive with the estimates bid, but still they were not the low bidder. Our estimate seems to have this figured out over their competition. But the low bid was from SNS, and it was for \$18,963.50 to repair those three locations as the Board directed.

Mr. Howison: And Alan while you're here today, you may want to go directly south to the next inlet on Dunmore because it seems to be heading that same direction. And along those lines, the northern most of those three or of the two that were quoted, I know it's going to be the second time. I believe it's going to be the third time this has been repaired in the last four years. What can we do about that?

Mr. Rayl: Well, I wasn't involved in those earlier repairs, but I think what has been done in the past is we've just done the surface repair and not gone all the way down to the structure. Do you guys know anything about that in more detail?

Ms. Wells: I just know that the last repair you're right, they did just the asphalt patch there. So they cut off the asphalt, filled the base, filled it back up, and then it started doing the same thing. But I can only speak on that time. This is the northern most one.

Mr. Howison: Right. The people that did that are not either of these two bidders; am I correct?

Mr. Rayl: My philosophy on these things is rather than just fix the services, is go to what's causing this. We're not going to get those potholes unless we're using the material. Just like what we saw on Ashton Palms with the failed sewer line. The City of Lake Wales did that pavement repair?

Ms. Landgrebe: Kind of?

Mr. Rayl: It's a little bit below the margins of the adjacent surface elevation.

Mr. Howison: Well, they hadn't finished, I don't think. They are coming back, aren't they?

Mr. Rayl: I hope so.

Mr. Howison: That was my understanding.

Ms. Landgrebe: Who follows up on that?

Mr. Rayl: We do that.

Ms. Landgrebe: Okay.

Mr. Rayl: We reached out. We were trying to coordinate with them on the pavement repairs. Next time we came out here we saw they made an attempt at it, but it leaves a little bit to be desired. I can tell you from these three repairs, like we've done and what we did down in front of Supervisor Goldstein's house. That was an electrical conduit separated below the road and that had been repaired more than once. But until they dug down and found that source, it is just going to keep happening. We're trying to fix the source of the problem then do pavement repairs.

Mr. Howison: I'm going to get you off topic. But in a case like that with an electrical conduit, we make that. Whose responsibility should that have been?

Mr. Rayl: Well, you get normally a one-year warranty on construction defects. After that, it's hard to say. There could be a million different things that could cause something like that to separate. It could have been loose in the original instruction that wasn't picked up on. Or I've seen other utilities come in. The cable guy puts his stuff through the neighborhood, cuts all the telephone lines in there. It's hard to say. It could have been a material defect that wasn't apparent back in the original construction. The objective is to try to, I think the Board is doing a good thing by knocking these things out as they pop up, handling in twos and threes and get them off the list.

Mr. Howison: If the ones south of the two stormwater inlets on Dunmore, if you did that new repair as well, can we somehow roll that in?

Ms. Landgrebe: These would be repaired according to you properly going down and not just the surface.

Mr. Rayl: Yes. It's not just the asphalt. We're going to get down to the inlet, identify the problem which I believe is a lack of a seal between the pipe and the box. Make sure that it is sealed, so the material can't be lost into the storm sewer anymore. That's the repair that's being made, and then they'll fix the asphalt after they make that repair.

Ms. Landgrebe: Is there any chance that if you talk to that AAA that they could do all four for the price that they quoted? It can't hurt to ask.

Mr. Rayl: We specifically asked if they included these three knowing they were going to be out here this week. We'll ask.

Ms. Landgrebe: I have a question on hole Number 1, the erosion. It says repairs were completed. This was the one we were doing just trying to do a quick fix until we could get it done totally. I'm trying to understand why it's not taking.

Mr. Rayl: Well, this was an area that the slope had failed and the edge of the cart path was exposed. There was some undermining there. The repair that was done was a contractor pumped flowable fill in order to fill the voids underneath the cart path to stabilize that. They placed fill on the slope to give a little safety factor of slope right next to the cart path and then put sod down on top of that. We've seen some of these take and some of them need to be tweaked during the rainy season. It's hard to get that window where everything is going to stay put without the big rainfall event coming and washing that out. That's the whole idea of the sod is to hold that soil that the sod doesn't have a chance to get established. You can be chasing your tail a little bit. That was my suggestion, was the rip rap in there, it will still return a slope away from the cart path down to the water's edge. The rip rap will trap soil in it. It goes into the voids, but it takes a lot more force to move that concrete rubble than it does to move soil. It's easy to wash that dirt away that's not being held by vegetation roots, but it's hard to move one of those rip rap boulders.

Mr. Howison: That would be the long-term solution.

Ms. Landgrebe: That was going to be the next question, so that would be the permanent solution?

Mr. Rayl: Yes. What I always tried to do, and this fits in with the earlier discussion is, I try to find the simplest, most cost-effective way to solve the problem. Then if that doesn't work, then you bump it up a level. I wouldn't want to suggest to put a seawall in there and drainage lines for those to drain to that cart path under there. I am sure it can be done, and I'm sure it would solve the problem but maybe less than 10 steps can also solve problems. That would be my recommendation that the dirt, sod and rip rap are the cheapest construction materials you can get. Let's try those solutions first, and I expect we will be successful.

Ms. Landgrebe: How much do you think that will be?

Mr. Rayl: I talked to the contractor before the meeting today and he's going to work with us once on it. I don't know what that is going for right now.

Mr. Plummer: Do we need to take some action on the Dunmore and Ashton Clubs issues to get that moving forward? That is not going to get any better.

Mr. Howison: Not going to getting better although I'd really like to see if that third area on Dunmore should be included which would make it proven as difficult. I don't know exactly how you guys want to go about it, but somebody is going to be bounced out of their cart one of these days.

Mr. Plummer: My question is, is the SNS quote, correct? That's about \$6,200 per, correct?

Mr. Rayl: Correct.

Mr. Plummer: When we figured that fourth one that Lloyd is talking about would be similar?

Mr. Rayl: With mobilization that would be reasonable.

Mr. Plummer: I'm just trying to find a dollar amount to propose.

Mr. Howison: That's a good point.

Mr. Plummer: So we don't have to come back and do it again.

Mr. Howison: For 4045 Dunmore the cost was \$6,814, and for the other one it was \$7,645, so when was that \$14,459? So you throw seven grand on top of this and we should be pretty close.

Mr. Plummer: There's three of those, right?

Mr. Howison: They were three.

Mr. Rayl: Now if you take this quote and divide by three and multiply by 4, you get \$25,285.

Mr. Howison: That's if you throw seven on top of the SNS. If we were to go not to exceed 26, now we know why the assessments go up.

Mr. Plummer: Are you making that a motion? Do we do 26 and you include the fourth one in that?

Mr. Howison: Alan, what do you think? Will that work?

Mr. Rayl: I believe so as long as it's of the same type of defect.

Mr. Howison: We need to be all over them this time. What I mean is, hopefully as they open things up you are geared to take a look to make sure and push down those costs.

Mr. Costello: No matter how you do it, both repairs are going to have to be done.

Mr. Howison: They have to be done.

Mr. Costello: They have to be done and we know right now that our lowest bid was with SNS. Quite honestly, why don't we make it \$28,000, so that there's no problem whatsoever.

Ms. Landgrebe: For \$26,000, maybe AAA, who's already here might do it.

Mr. Costello: They're going to do the job, wherever they're going to do the job at. If you give them enough money that they have enough cushion, he doesn't have to worry about coming back or waiting another month.

Mr. Howison: Well, they aren't going to know what we approve.

Mr. Costello: Exactly.

Mr. Howison: We'll limit to \$28,000, but we're going to count on you, Alan.

Mr. Costello: You're not going to spend it.

Ms. Landgrebe: I wonder what the current pricing is? One is 18, one is 21. How did you come up at 26, I see, how did you come up with another two?

Mr. Costello: We'll get change from the dollar, so to speak. We're not going to spend any more than we would have to spend at any rate.

Mr. Howison: He's going to limit it as best he can, and I'll be out there. Alan will be out there. Garrett will be out there.

Mr. Plummer: Did you make a motion?

Mr. Howison: I'll make a motion not to exceed \$28,000 for 4076, 4049, 4045, and the other one.

Mr. Costello: I'll second the motion.

Mr. Plummer: The fourth location is south.

Mr. Howison: It's the next one south. Alan, you may find that it doesn't warrant repair, and if it doesn't, then we're right there at \$19,000.

On MOTION by Mr. Howison, seconded by Mr. Costello, with all in favor, Curb Repair and Pavement Repair at Dunmore and Ashton Club Drive, with a Not-To-Exceed Amount of \$28,000 with S&S, was approved.

Mr. Howison: I will add that I would not expect this to go over \$25,000. I can't imagine that it would.

Mr. Rayl: Got it. I agree. The only other item going back to the Ashton Palms issue, we were also going to try to identify any other areas that we think a public utility would be involved in issues on the pavement and get them to start looking at those things to lessen the impact.

Mr. Costello: Have we been able to distinguish at all what the problem is there?

Mr. Rayl: It was the sanitary sewer.

Mr. Costello: It was?

Mr. Rayl: Yes.

Mr. Costello: Okay.

Mr. Rayl: The Lake Wales sanitary sewer.

Mr. Howison: They shot their robot down there and could see where it was compromised and was coming in to the sewer.

Mr. Costello: Yeah. Because we've done it twice now.

Mr. Howison: Well, I do want to add one comment related to that. I hate to prolong it, but we got an email, Christine did, from a city commissioner that claimed that the failure there was due to boring at that location and he indicated that the city had not done any boring. We know for an absolute fact that we have not done any boring under that street.

Mr. Rayl: No.

Mr. Howison: I just want to make certain we're aware that I don't want them coming back and trying to force us to pay for any of those because it was very clear. Matt and I watched, and it was compromised right at the scene.

Mr. Rayl: That's not an uncommon type of failure to see. But there's no evidence of anything other than that being the case.

Mr. Realmuto: I had a question about compiling a list of some of the pavement areas. Is there an engineering costs from your firm, Alan, on that? How much do you anticipate it being to do that?

Mr. Rayl: If there are other areas that the community has identified as having issues, the sewer lines are usually in the center line of the road. Much like we thought what was taking place on Turnberry. That's the kind of thing you would see. It is notorious and apparent when these things are going on. What we would do is we look through our pavement inventory and see if those areas and center lines had that feature in place. We can look at it in today's condition and see if they've changed any since then and if they haven't, then it's probably related to something else during construction.

Mr. Howison: There's one on that's very apparent that you could look at. It's within a foot and a half of the manhole where it's depressed.

Mr. Realmuto: What I was trying to do is avoid the cost of something along the lines of pavement inventory of that 600 plus pages, I think that that generated. Would it be reasonable? Maybe you can make a first pass at it, Alan, as to the locations that might be for engineering follow-up, rather than have them go through everything for the whole community. I just want to hear your ways of reducing.

Mr. Howison: I've looked at some, and I stay in reasonably close contact with Alan and Garrett. I'll point out that I see and I know that Garrett is going to go back out there.

Mr. Rayl: Yes, sir. Great. That's all I have for the Board today, unless there are any other questions.

Mr. Plummer: Any other questions for Alan? Thank you.

C. Lake Ashton Community Director

I. Consideration of Quote for Installation of Plants Along Olsen Road Fence Line *(to be provided under separate cover)*

Mr. Plummer: Next on the agenda is the Community Director's Report.

Ms. Wells: Good afternoon. The community director report is included in the agenda packet. If you guys have any questions on that, I just wanted to take on a list at the last page of the community director report. It's a list of remaining capital projects included in the fiscal year '22 budget. Just so staff has direction on moving forward, if we're going to obtain any quotes for any of these projects. The two I want to hit on is the

exercise equipment. We had \$2,000 remaining, we had \$10,000 in the budget, we spent \$8,000. There had been some requests that we install the new ellipticals. There were some requests from residents to add an additional recumbent stepper, is the piece of equipment that is the newest, soon as you walk in the entrance to the fitness center on the right-hand side. I did obtain one quote just so you knew approximately how much it is. It's around \$5,700 for that additional piece of equipment. My question is, did you want me to move forward with purchasing that equipment in this fiscal year? Well, actually, do you want to purchase equipment, first of all? Then if you do, do you want to purchase it in this fiscal year? We'd be a little over-budget in that capital project account or do we want to add it to fiscal year '23 suggestions?

Mr. Costello: How long does it normally take you to get a piece of equipment like that?

Ms. Wells: I will say that ellipticals take a few months for shipping and such.

Mr. Costello: By the time you get the piece of equipment, we will be in the next fiscal year anyway, right?

Ms. Wells: Yes.

Mr. Costello: It's more about do we want to add it or don't want to add it?

Ms. Landgrebe: Because we could say yes now, and it would come out in '22's money. That's where it'll come from?

Mr. Costello: No, it'll come out of '23's money.

Ms. Landgrebe: If you order now you will pay for it now.

Mr. Costello: I thought we pay for it upon delivery.

Ms. Wells: We pay for it when we receive it.

Mr. Howison: But you approve the cost now.

Mr. Costello: Pardon? Do we pay for it now or when you receive it?

Ms. Wells: For the ellipticals, we have not paid the bill yet because they have not picked up the old ellipticals. So once the project is done, then we pay the full amount.

Mr. Costello: Okay. So we don't pay for it until we've received that.

Mr. Realmuto: I'm not a CPA, but it appears to this novice that we can pay for things on a cash basis. In other words, when it is received.

Mr. Costello: This would come in 2023 budget anyway. Am I right or wrong?

Ms. Wells: If you don't spend the \$2,000, it stays there. So it doesn't really matter. It's just if you want me to move forward with purchasing it now or do we want to wait?

Mr. Howison: How much contention is there? Do people have to wait routinely?

Ms. Wells: It is a very highly used piece of equipment, so people have comments that they have to wait. I know every time I go through there's someone using it. I'm assuming that people that are coming to me are doing so because they want to get on it, there's people on it regularly and they had to wait.

Mr. Realmuto: This is an enhancement of existing services. If people are using it, I'm all for supporting it but keep it going. We may have \$2,000 remaining under exercise equipment but we far outspent our roads and pavement budget, for example. So just because there's money left at that particular line item, doesn't mean we have to spend it. It goes to offset those things that we ran over and I don't see any harm in waiting.

Ms. Wells: What I can do is wait and see, we may get a better deal on the treadmills than we're anticipating to where we may be able to replace the two treadmills and get this piece of equipment for fiscal year '23 or we'll just look at it for fiscal year '24. Does that work? We have one currently so we would be adding to it, it's not that we don't have one.

Ms. Landgrebe: The plan for '23 is 2 for 10. So you're suggesting we might be able to get 3 for 12?

Ms. Wells: We may be able to get the 3 in the 10. Or not. Or move it to 2024.

Mr. Realmuto: 3 for 12, just so you understand line items do not roll over from one year to the next. The budget is what we just approved for 2023. Where that money goes, you saw that account full of money we didn't spend is what gets rolled into the contribution to the capital projects fund. So that \$2,000 that we didn't spend is part of the 273 that is starting it out.

Ms. Wells: So then there's another list of items that are there. I'm sure everyone had a chance to look over this. The only other item I wanted to draw attention to because I have received some complaints is in regard to the Lake Ashton Boulevard landscape refurbishment. We are working with Yellowstone to try to see what we can do with the magnolias as far as fertilizing them. It was something that was included in the fiscal year '22 capital project fund. So I don't know if the Board wants us to move forward with getting

an updated quote to take care of that area or if we want to look at that next fiscal year. But it's not included in fiscal year '23 budget.

Ms. Landgrebe: Well, I see you're talking about the main boulevard when you come in, which is the first thing everyone sees and the first thing most people will repeatedly say, "we fell in love with Lake Ashton when we drove down the boulevard." We're not hearing people say that very much.

Mr. Plummer: To me, and I'm not an expert by any stretch of imagination, but magnolia trees are the issue. They're just in bad shape.

Mr. Costello: They look like they're dying out.

Mr. Plummer: They are.

Ms. Wells: So would you like me to do an updated quote for the next meeting so you can evaluate it and move forward from there?

Ms. Landgrebe: But not with magnolias.

Ms. Wells: No. We're working together with Yellowstone to come up with something that they feel would work in that area. I'll bring a quote to the next meeting. I did not want to move forward in getting a quote if you guys aren't interested in considering it.

Ms. Landgrebe: If we're going to do that, can we look at a few options? Again, when you first moved here, or were considering moving here you went wow, Right? And what caused that wow when you walked in? A lot of it was those palm trees.

Mr. Plummer: I'd like to go on record in saying that wow came out my wife's mouth.

Ms. Landgrebe: I'm sure because certainly a man would never say, "wow look at this!"

Ms. Wells: Debby, I can get with Yellowstone and have them give us a couple of options on replacing some of the palms.

Mr. Costello: And you had told me recently, I mean, in our discussions that some of the shrubbery was taken away from the magnolias. Quite honestly, when you had said that to me as I was driving out, the one day that I looked and you can tell that they're in distress. If we could look at something else, something that would be better.

Mr. Plummer: What you're saying is looking at more than the magnolias as well. Because I'm in the same agreement.

Mr. Costello: Yeah.

Mr. Plummer: The shrubs are probably taking the nutrition away from the magnolia trees.

Mr. Costello: Yeah. They really don't look good at all. The only thing I can say is if we're to plant more magnolias, we're going to come up with the same problem. We have Dana sitting over there. Maybe you can give us some suggestions. You can bring it to the next meeting then we can work from there.

Ms. Wells: We definitely can do that. One other item that was on there and I sent everyone an update on the restaurant redesign project. Everyone had a chance to look at where we are with that project. We did have an additional purchase request from the group to see if we can purchase an additional chandelier. The chandeliers we originally purchased go above the bar, when we went to replace the ones that are there and took the chandeliers down, it really opened up the bar area and made it look very nice. We didn't want to put something else up there so the chandeliers were moved to the lower portion of the dining room. There are five spots for chandeliers there, and we have four chandeliers. So the thought was to get an additional chandelier that's a little bit larger than the four that are there to go into the middle of the lower dining room portion. There are two additional sidelights that they'd like to purchase to go by the entrance to the kitchen. You guys were able to see that this morning, those areas. So there will be an additional \$783, which should bring the total expense for that project to \$9,780.39.

Mr. Realmuto: Christine, how much of that \$783 was for the two sidelights versus the large chandelier?

Ms. Wells: I believe the two sidelights were around \$95 each. I think it's \$625, if I can recall, for the actual chandelier.

Mr. Costello: So you're talking \$190 for the two sidelights.

Ms. Wells: Yes.

Mr. Realmuto: Any consideration to just doing the sidelights perhaps without the chandelier therefor incurring a lower expense? After all, the original plan was to not go with anything for the dining room area. You moved essentially the chandeliers that we approved to be installed over the bar, that looked like it was a good choice, to the dining

room, that wasn't going to have anything and now we're talking about adding another chandelier to the dining room.

Ms. Wells: I don't know if everyone saw when they looked at it, it looks like there's an empty space in the middle now because there were five spots for chandeliers there. The only other option, I think that you could do so it is going to look okay, is just to purchase an additional chandelier that looks like the one in there, to put in that area in which they are a little bit cheaper than the larger chandelier that was recommended by the group.

Mr. Realmuto: Just to be clear about when I looked in there, it's pretty obvious it's strictly a decorative item, that it doesn't really provide any additional lighting in the dining room area.

Ms. Wells: At the height they have it at, it will provide some additional lighting for the tables that the chandeliers are under.

Mr. Costello: As far as having enough light, it's more than that. You're talking something of decorative. I take it that we could do that at a later date or whatever.

Mr. Plummer: I don't think there's any question about the side lights. I think that's fine. I think it's a chandelier we're talking about. Is the pleasure of the Board to do two-sided lights and put the other chandelier on hold or do it all?

Ms. Landgrebe: I'd like to see a project completed.

Mr. Plummer: Then make a motion.

Ms. Wells: It is an additional \$780 of what was originally approved.

Mr. Realmuto: Well, I just wanted to address the comment of "it is only an additional \$783." That's an addition since we approved the budget. Remember we're going to have \$273,000 going into the reserve fund. We approved \$28,000 for needed road repairs, no argument about that. May come in lower but, we approved \$28,000 of that. We're looking at, at least another \$28,000 for the landscape refurbishment on Ashton Boulevard. That's \$56,000. Now, we're up to the \$57,000. There are more yet to come, there's another plan going on here and another request. Basically you've taken down the amount that is going to be starting out the capital projects fund with to below \$220,000 and continuing to decrease. I know that by the end of the year that will be below \$200,000. You can't blame that on the restaurant.

Ms. Landgrebe: No, you can't.

Ms. Burns: I would also keep in mind that we do not get funds from the tax collector until about November or December, so you should keep the first-quarter operating reserves in your mind.

Mr. Realmuto: If you look at year-to-date projected carried forward in the budget, I think we're down to \$31,000. That's about the lowest I've seen it when I started watching it. Things are going to be tight between now, and when we're going to start collecting the tax assessments.

Ms. Burns: Some of that costs in the budget are upfront. The insurance for the whole fiscal year is due October 1st. That is something that is paid monthly, so your expenses for October are usually higher than what you're going to see the rest of the months for O&M.

Mr. Costello: This being a situation I'll make a motion that we get the two side lights. Once we get more money in, we'll consider the chandelier.

Mr. Realmuto: I'll second the motion.

Ms. Landgrebe: Why the side lights? Why put side lights in there?

Mr. Costello: Well, you're talking about minimal amount of money. You're talking about \$180.

Mr. Plummer: There's a hole in the wall we're trying to cover.

Ms. Landgrebe: There's a hole in the wall?

Mr. Realmuto: They don't match, we've got two different kinds of the side lights.

Mr. Costello: It's going to be noticeable that something's missing there if we don't put something there. We are only talking about \$190 versus.

Mr. Realmuto: \$800.

Mr. Costello: What was the other? Thank you, \$800.

Ms. Landgrebe: Can we discuss the chandelier in three months?

Mr. Costello: That's what I said.

Ms. Landgrebe: You didn't give a timeline.

Mr. Costello: I said when we get more money. When the money comes in.

Ms. Landgrebe: Christine put that in your list for three months, please.

Mr. Realmuto: Three months of the assessment collections won't have started rolling out or just barely. This is probably at least a month beyond that.

Mr. Plummer: You can start talking about it in three.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the Purchase of Two Side Lights, was approved.

Ms. Wells: The next thing under the community directory report is the Olsen Road fence again. The Board did approve a not to exceed \$1,800 do the fencing repairs. In the last meeting, the Board asked to get quotes on planting some landscape in that area. I believe Bougainvillea was recommended. When talking to Yellowstone, Bougainvillea takes a while to grow and would require irrigation to be run there. Yellowstone account manager, Damon, he recommended the Yucca plant to be installed. There was a quote included, this would be for a 100 plants which would cover approximately 500 feet, which includes from the start of the chain link fence on north by the resident's home to the end of the pond. So not the entire open area to the end of pond. For 100 single chunk spineless Yucca, three gallon is \$4,142.80. The second proposal was for a seven gallon it's \$11,142.69. Then for a multi chunk three gallon is \$7,142.84. It's up to the Board if they want to include landscape. Yellowstone said this will not require irrigation. I think we need to move forward with repairing of the fence, and we can maybe look at installing this later if the Board is cognizant of the budgeted amount because these prices are high for plants there, but it's up to the Board ultimately what you guys want to do in that area.

Mr. Realmuto: Christine, I just want to understand the area that's being covered. You said until the end of the pond. Does it start at the homeowner's house, that's at the corner there so we cover the area where they're actually climbing over as well as this?

Ms. Wells: Yes.

Mr. Realmuto: I agree that the fence is the priority and it's going to be repaired first, but not just the fence. I think we need to put signs there about it being under video surveillance, trespassers will be prosecuted, those things to really discourage it. You can see what happens.

Ms. Landgrebe: I say we should put an electric fence sign up, because we don't have surveillance so we're going to put that sign up.

Mr. Realmuto: Actually, I have on good advice that the Homeowner does.

Ms. Landgrebe: The Homeowner does but we don't? I still think barbed wire.

Mr. Costello: It is going to look like a state prison.

Ms. Landgrebe: It would not.

Mr. Plummer: We approved an \$1,800 figure to repair the fence at the last meeting. Then we put it on hold to talk about the plants. What I'm hearing is, is to go ahead and fix the fence and push the plants back.

Mr. Howison: About four months.

Mr. Realmuto: At least.

Ms. Landgrebe: But are these the right plants? Do they have thorns. I mean, Yucca you can eat, so now are people going to dig up the roots?

Ms. Wells: This is the plants that were recommended by the Yellowstone account manager and he knows what we're trying to achieve in that area and this is the plant that they recommended that would not require irrigation, but that would be a deterrent. There are pictures included of the plant in the memo that I gave you guys.

Ms. Burns: I would not jump on that. It looks painful.

Mr. Realmuto: Just so I get an idea of what about we're looking at down the road, can I assume to me it looks like for our purposes, the third proposal, which is for the multi-trump might be most effective. Is that what you'd recommend for that purpose then? He said yes for the transcriber.

Ms. Wells: That's pretty much what you see in that picture. That is a 25 gallons which is a lot more.

Mr. Realmuto: With regard to the fence, was it \$1,800 or did you determine that the actual cost was quite a bit substantially higher?

Ms. Wells: It was more than that. I do feel that we can make the necessary repairs needed to get that portion of the fence repaired with the \$1,800. I'd be glad to come to you at the next meeting if we feel we need more to complete additional repairs.

Ms. Landgrebe: This has been going on for a while.

Mr. Plummer: Let's get it done.

Ms. Landgrebe: We've got a broken pipes there and joints. We need to get that done.

Ms. Wells: It's about \$2,700 more than this amount to do all the fencing repairs along the line right there.

Mr. Howison: You're saying about \$4,500 would do all of the repair including replacing the pipes that are broken?

Ms. Wells: Yes.

Mr. Realmuto: That has us replacing them at the same size, it will also create the same diameter. My only concern is that it seems like it bent over fairly easily.

Ms. Landgrebe: They're too thin.

Mr. Realmuto: Yeah, I wonder if it's not substantial enough. Whether it's increasing the diameter or using a thicker gauge, something so they're not as easily bent over.

Mr. Plummer: That is going to raise the price.

Ms. Landgrebe: When I drove along Mountain Lakes, who by the way has barbed wire on their fencing, those piping were about the same. Because I had the same thought that they weren't strong enough so as people were climbing, they were pulling them off. Do the fence experts say that's the right piping or what do they say?

Ms. Wells: They did not recommend replacing that piping.

Ms. Landgrebe: With this \$4,500, they're saying go with the piping we have?

Ms. Wells: That they would just replace it with the current piping that we have. My thoughts are it seems the Board wants to come up with a more permanent solution later on down the road. How much do you want to invest with their current fencing that's there now?

Mr. Realmuto: The minimum we have to do is replace the fencing where it's really bent over closer to the homeowner's property, anything else that strikes me as optional and we might do something temporary there.

Mr. Howison: Well, that's the point, that we've already approved the \$1,800.

Mr. Plummer: Right. But on down the line the fence has pipe separated, there's all that. You're just putting a band aid on it. You're not fixing it.

Ms. Landgrebe: That pipe needs to get done now, it's not just along there because they can just move it down, so more a permanent solution is what? Tear the fence down?

Mr. Plummer: No just your repair the complete length of fence and not just behind the one place where it's down the worst.

Mr. Realmuto: But if we repair the complete length of fence we're back to essentially where that fence started. We're not putting in plants there to deter someone from doing exactly what broke it in the first place. What's going to stop that from happening between the time we fix the fence and install plants?

Mr. Howison: Now that takes us to 11/6 if we were to want to approve all of that.

Mr. Plummer: Put the plants in with it.

Mr. Howison: That is a lot of money.

Ms. Landgrebe: Fix the pipes and the fence.

Ms. Wells: I can tell you there haven't been plants there in 20 years. That fence has been there. It's how it looks right now.

Mr. Howison: I'm going to make a motion that we approve the \$4,500 to repair the entire fence at this point and reconsider the plants in couple of months. Include signage. I assume we can do that for a little bit more.

On MOTION by Mr. Howison, seconded by Ms. Landgrebe, with all in favor, the \$4,500 to Repair the Entire Length of the Fence Including Signage, was approved.

Mr. Realmuto: Just a note, with that \$4,500, we've just approved, we're at over \$60,500 we've added to the money coming out of our capital reserve fund, reducing the rollover amount to about 213

Mr. Howison: We haven't approved that 28 yet.

Ms. Landgrebe: Just one question. The resident who has cameras, if he continues to see people climbing, is he able to identify? Can there be a picture, given to the police or a secondary thing or what?

Mr. Realmuto: I think someone should reach out to him. It is not my area, he just came out and talked to me because I happened to be walking along the fence line and looking there. I would suggest that maybe someone to talk to him.

Ms. Wells: I can reach out to him.

Ms. Landgrebe: Thank you.

Ms. Wells: Any other questions? That's all I had.

Mr. Plummer: No. That's it. Thanks Christine.

D. Operations Manager

I. Consideration of Quote for West Parking Lot Median Landscape Project

Mr. Plummer: Next on the agenda is the operations manager, Matt.

Mr. Fisher: Included in the agenda packet is the operations management report. Quickly, it's like beating a dead horse with this pond maintenance, identifying ponds with algae every month. I have been working closely with Lloyd. We've been working with Archie and trying to educate residents and stay on top of contract compliance. Applied Aquatic is giving their best effort as Lloyd alluded to. We do meet with Archie every two weeks which is sufficient enough especially during the summer months when algae are the most difficult to handle. I could go on two hours talking about algae. We are planning on doing a few things different because I feel like Lloyd mentioned maybe we go out and observe the technician spraying which is a great idea. Lloyd, do you have anything to tie on this? Oxygen levels are lower during the summer months. Dying algae depletes oxygen in ponds and rain depletes oxygen in ponds. They have to keep all that in mind to avoid the unwanted fish gills. Staff is keeping on top of these vendors and we're doing all we can. Unfortunately in Central Florida it's impossible to completely control a pond that is overtaken with algae. Winter months is a lot easier. I'll leave it at that. Are there any questions on this?

Ms. Landgrebe: I'm just wondering is there some aeration oxygen ventilation or something that can be done to ponds throughout the year to help movement?

Mr. Howison: There's a cost associated with it in the summer months. While it may help with aeration of the pond, generally speaking it doesn't help eliminate the growth of algae. It generally then would move the algae to the sides. I have learned a lot more about algae than I ever wanted to know. I can tell you that. I am going to be looking at an education course here in the next day or so that Christine found for me and we'll look at that. But the biggest problem we have is that our retention ponds are shallow. They heat up. You could have sold tickets to me taking the temperature of our ponds last week. But as the temperature rises, algae growth increases, but as that temperature of the water

approaches 85 degrees, the cleaning plants begin to shut down. Once you get over about 85 degrees, any benefit you have from the aquatic plants begins to deteriorate. Then the danger of a huge algae bloom is it blocks out sunlight from those plants and you begin to destroy the ecosystem. We're working on everything that we can and we've got some ideas we're going to investigate between now and the next meeting and I'll come back. I did hand out this thing. This is good bathroom reading I think and maybe you'll know a little about this as I did.

Ms. Landgrebe: Are there any grants that might be available to help with some of the things you're learning?

Mr. Howison: I haven't even looked into that but that's not a bad idea.

Mr. Realmuto: I want to thank Lloyd and Matt for staying on top of this and especially you Matt for responding to that resident's concern. I think some of this is education, that's why I asked you to let her know what actions we've already taken in this regard. The concern from residents from their perspective, whatever we've done has been ineffective because it's still an issue. What I got out of that response to the resident was that essentially, you're treating the ponds with the maximum amount of chemical and with the maximum frequency that they're allowed to by law. Is that right?

Ms. Landgrebe: Yeah.

Mr. Fisher: Absolutely. These technicians are given ratios they have to follow. They're subject to the Department of Agriculture, and subject to investigations if reported. They have to follow rules and laws just like everybody else. We're doing the most we can with the weather, temperatures.

Mr. Realmuto: Right. In terms of supervision, the only other thing we need to stay on top of is ensuring that our own landscapers as well as our homeowners, make sure where they cut the grass, the clippings blow away from the pond. I know after washing cut around the pond behind my house and that was indeed the case. I was impressed. I don't know if they've always done that, but that should be impressed upon them to make sure that they continue to do that around all the ponds.

Mr. Howison: One of the short-term actions that I put in here is we're going to try and put together an education program for residents here, we'll use the LA times and a few other things perhaps. Just to add to what you said, I did meet with that resident spend

about a half an hour and we did inspect things together. I explained, where we stood with things. I think the answers were satisfactory, but obviously the condition isn't. So we'll keep on top of it.

Mr. Fisher: I did submit a memo for a landscaping project for the median of the West parking lot. At the May 16th meeting, the Board of Supervisors decided to table the median project for a month or so. We were meeting with Dana several times, and we finally came up with a new revised, scope of work and prices. If the Board has any questions on that, I'm sure Dana will be happy to answer that. Just quickly, there's two options. One was oak tree removal, which is the largest oak tree on the Northern end of that median. Its root system is pretty much damaging the curbing and asphalt. So that option 1, will be removal of that and all that comes with it. Option 2, is refurbishment of the median. There's literature there on that, and the costs associated with that.

Ms. Landgrebe: So that largest tree, that's the one closest to Ashton Club Drive?

Mr. Fisher: Yes, ma'am.

Mr. Realmuto: My question about the oak tree removal only is more for Dana. Why is it so expensive? Is there a cheaper way of accomplishing that?

Mr. Bryant: It's a very large tree. It's got to be taken down in pieces. Obviously, there's disposal, grinding of the roots, grinding stone. Making it all go away. It's a sub contract, it's not something we do, it's something we subcontract out. It is the same subcontract with all of my tree work.

Mr. Realmuto: Any idea if we were to say have the tree cut down in-house and just simply contract for the stump grinding. Would that work?

Ms. Landgrebe: No.

Ms. Burns: It's going to be a no.

Ms. Landgrebe: Are there other trees in our community that we may be cutting down?

Mr. Bryant: Not that I am contracted to do, or that was asked for.

Mr. Plummer: Maybe magnolias.

Ms. Landgrebe: That's what I'm thinking. If they cut them all down at the same time. You can throw this one in. You have to expect me to try and bargain for us.

Mr. Bryant: Doesn't work that way. You want to throw in a couple of Magnolias maybe. The Oak is very large.

Ms. Landgrebe: It's a nice piece of wood.

Mr. Bryant: You know what? I can ask him to cut it up and you can all just come to take what you want on the parking lot. How's that?

Mr. Realmuto: To use in our fireplace.

Mr. Plummer: Other questions?

Ms. Landgrebe: Do we wait until we decide if we're cutting the magnolias and see if you can do the tree and some Magnolias.

Mr. Realmuto: At the same time. If we delay, does it cause any additional issues?

Mr. Bryant: It has been here for more than 20 years.

Mr. Realmuto: Sure.

Mr. Fisher: If you would like I can include this in the next month's agenda as well. I felt like I had all the ducks in a row for presentation. So we can table that again.

Mr. Realmuto: Thank you for that, Matt. It sounds like what the Board might be leaning to is doing it with a solution to the Magnolias.

Mr. Plummer: Trying to do it in a bigger project.

Mr. Realmuto: The expense would happen to hit us into the next fiscal year, I think, should we want to.

Mr. Fisher: Okay. Perfect.

Ms. Wells: So do you want to move forward with removal of rock or anything like that?

Mr. Fisher: So they have rock that spills over into the parking lot, they have the idea to move it to the trees along the tennis court on the eastern portion. Is there any objection to that.

Mr. Plummer: I think we've all decided that that causes a safety issue with folks walking through there and being a trip hazards. So we will leave the rocks.

Mr. Realmuto: So the removal of the rock itself, I understood there was no cost to is that correct?

Mr. Bryant: Basically, it's a trade-off. As it was originally discussed several months ago when there was time. Several months ago, we talked about trading a pond mowing,

labor wise, for moving the rock from the bottlebrush. We can still do that. Now is not the time. You do not want me to skip a lawn mowing right now. It can be done. It'll just probably be October or November.

Mr. Plummer: Let's just get it on the agenda and move forward.

Ms. Landgrebe: Yeah. Thank you.

Mr. Realmuto: Thank you.

Mr. Fisher: In the meantime, the excess rock that's spilled over, is that something that you guys want?

Mr. Plummer: Yes.

Mr. Fisher: We will get that moved so no one trips over it.

II. Consideration of Quotes for Replacement of Cooling Units at the Outdoor Pool

Mr. Fisher: Moving along here. There was another memo sent to Board members. It was requested that we look into prices to potentially replace HVAC units that cool the pool. We did reach out to three vendors getting three bids. There is a cost for replacing both or price to replace one to spread out the cost. I spoke to several vendors and they couldn't say one would be sufficient enough. But they did mention that since it was only dropping it to 3 to 4 degrees, that one would be recommended to purchase now and see if we need to purchase another. They did not see it necessary to buy two right now.

Mr. Realmuto: I think it does. For everyone's information, these are the two heat pumps, so they can be used for either cooling or supplementing the heating in the winter. They've been broken for at least two years, not functional or turned on at all. In that time, particularly this summer, some of the pool goers have noticed that the water temperature has gone up above 93 degrees. In fact, it's remained there for several months now. And that seems to be when it starts affecting people. Some love it to be as hot as it gets and feeling like a hot tub, but others feel that it no longer serves the purpose and we only heat it to 88 degrees. So that's the context on that. I guess part of the reason I'm bringing up those temperatures is I think most of the residents complaining about the heat would be okay if it were only cooling a couple of degrees, 2 or 3 degrees to bring it down to 92. That is still four degrees above where it normally is in the winter. So I think the one is certainly the way to go here and see what it does.

Mr. Fisher: Sure, we have taken the temperature. I haven't seen it above 92 yet. So if we can get it to 88, which is normally comfortable. I think we can solve that issue. It looks like for a single unit replacement is \$6,245. That's with our pool vendor that we use for maintenance.

Ms. Landgrebe: Is it possible to see if Spies can get their price closer to that or if Heartland can get their warranties up more?

Mr. Fisher: Absolutely. If you guys approve a not-to-exceed amount or an exact figure I can get with the gentlemen at Spies.

Mr. Plummer: Looking for a motion.

Mr. Realmuto: So we're looking at yet another expense of, let's say \$6,300 or rounding to the nearest 100th up to there. Sorry. I guess I can go ahead and make that motion with a not to exceed amount of \$6,300. I would be looking to delay if it wasn't going to help in the winter, it sounds like it might.

Ms. Landgrebe: Our heater is still working.

Mr. Realmuto: The one propane heater is working, yes. That is not anticipated to be a problem.

Mr. Howison: So during the winter will the use of this heat pump, help us with our overall cost of heating the pool being reduced?

Mr. Costello: I don't know how you compare propane to electric gas.

Mr. Plummer: It'll be electric instead of gas.

Mr. Costello: Electric is going to cost you a lot more.

Mr. Fisher: I'm sure we could sit down and look at propane bills.

Mr. Plummer: Steve made a motion to purchase at \$6,300. I think Debby would like to ask to get the warranty compatible or whatever at that price as well.

On MOTION by Mr. Realmuto, seconded by Mr. Plummer, with Mr. Realmuto, Mr. Costello, Mr. Plummer, Mr. Howison in favor and Ms. Landgrebe opposed, the Replacement of the Cooling Units at the Pool with a not-to-exceed amount of \$6,300, was approved 4-1.

Mr. Fisher: That's all I had. Are there any questions?

Mr. Plummer: Thanks, Matt.

E. District Manager's Report

Mr. Plummer: Next item on the agenda is the District manager's report.

Ms. Burns: I have nothing specific to report but I would be happy to answer any questions that anyone has.

Mr. Plummer: Seeing and hearing no questions.

NINTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

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

D. Approval of Check Run Summary

Mr. Plummer: Next item is financial reports. Are there any questions? If not, I would ask for a motion to approve the check run summary.

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: Next item is public comments. I see one, Kathy?

Kathy Schlepp (Resident): I drive down Berwick to get over here. The one lane they've already got chewed up. But there was a maintenance garden landscaping truck parked in the good part of the road. So I was really concerned about me going over into the area that they've already grinded up. I didn't know if I was going to hurt the work they've already done or hurt my vehicle. I'm not sure if there's anything we can do with the maintenance trucks being parked on a good part of the road while they're doing this repair.

Ms. Wells: They were told when they came in not to park in there, or we would call police and have them removed. Security has been making trips down that road, so you may have saw them briefly, they should not be there for too much longer.

Kathy Schlepp (Resident): It was Angel Landscaping.

Ms. Wells: They were told when they were coming in that they cannot park on that road at all today or this week.

Kathy Schlepp (Resident): Second, this hurts me to be able to verbally say this, but I feel I have to. With the \$400,000, it cost us for the restaurant. You need to divide that by 962 houses here in Lake Wales. That was \$415.80 for each household. We're increasing our assessment by \$300, I'm just disappointed that we allowed the restaurant to run up such a huge bill. Thank you.

Dave Marsh (Resident, Lot 660): I hadn't attended a meeting in a long time. It was quite interesting. I got to see you talk nickels and dimes then talk about the \$300 assessment per household. You talked about landscaping. You talked about ponds. You're an expert in algae. I think you're going to find that same problem in the pool out here because the temperatures are so high, you'll notice there's a green cast of [the water when we look at it, which is not healthy for the residents, and I know we have to use more chlorine. When you have rainstorms that has to dilute the chlorine again. I know you have a challenge out there. But to buy one of those units, to decrease it 4 degrees, we had two units to start with. Let's not cut ours apart. We got rid of our exercise equipment in here and sauna over here because there's one over in West. I don't want to see that taken away and have only one unit put in there when two are really needed. If they were needed to begin with, they're still needed now. Steve, what do you think? You are shaking your head.

Mr. Realmuto: Well, first of all, one thing you might not be aware of is that the cost to do one unit, there was no cost penalty. The cost of one unit was exactly half of two. Just because we start with one, doesn't mean we can't add a second. There was no penalty for that. That was my thinking.

Dave Marsh (Resident, Lot 660): I do understand. Tone it to say you will get two eventually, if you could only get one out, get another one later.

Mr. Realmuto: Perhaps there have been other changes made. You see when those two were originally there, I believe the capacity of the heater was less and they were being used more for heating, so what I'm saying is there are other things that would change that calculation. It's no longer clear that two are "needed", but we'll see.

Dave Marsh (Resident, Lot 660): Okay. Just as long as it does keep up that's significant or keep it cool for people. As far as the landscaping, they talked about the fencing out here. I'm glad to see them going with succulents if that's what they're going to go with because that's more along the line of Yuccas. I wouldn't suggest that. You have a slope there. You're going to put plants in there. We have a problem with the erosion along the golf course to begin with. You're going to have more problems with erosion along there going right into that pond.

Ms. Landgrebe: Where are you talking about?

Dave Marsh (Resident, Lot 660): Along the fence, along the Olsen Road there is a slope, so divide the other solutions for that or just put the fence up and leave it the way that it is. As far as signage, you are afraid of maybe because not putting a sign up of being video-watched because it's a resident not us. Do like Disney does, put a sign that says there are snakes and alligators, be aware. Does not cost as much and we're not lying, we're telling the truth. Patrols maybe over there might be increased. I don't know what it would be. I can tell you where you get some nice large grasses, very expensive from a company that is going out of business. If you want to put something there to block, that would be good. Bougainvillea is not the answer. I know you decided that. The weight of that fence, would pull that fence right down off the post to begin with. Now, as we all say, the survey says, we all know that from family feud. I'm sure we've all heard that. The survey said we had 1,200 responses. We have 1,600 houses here. If we multiply that by two, and I'm going to change this, that'll be 3,200 responses we should have. Figuring a lot of single resident homes in here, maybe 200 between both communities. That really would bring us to 3,000 responses for the survey that we actually had, which gives us 40% of the community actually responded to the survey that we had for the restaurant. Where were the other 60%? Were those people that didn't see a question on here and say, should we have a restaurant to begin with? I don't know. I'm not sure. We know our amenities are going up. We know our costs are going up. We talked about the nickels and dimes, you talk about common sense. These are just some of the things I heard. Well, we want to have residents bringing their own cups. Well, let's let the residents go out to local restaurants to support local restaurants. I am not a proponent for the restaurant. The committee knows that. I'm in a focus group. I was selected to be on or

asked to be on and I said to Christine in the very beginning, “you don't want me on that because I'm not for the restaurant.” But I am part of the group, and it is an overall group that responded and that's the way it should be. I know there's other people in here. We looked at the survey, we looked at the responses. There were a few that said they didn't want the restaurant. Don't invest that money again, we've lost so much money. You've talked about projections on the unknown. How about the projections on the known, which you also spoke about. We know the restaurant is a losing business. We've proven that. What is going to be different with this one? You're going to get someone in is leasing it? Are we going to give it to them for nothing like we do the cups or we're going to actually charge a customer a lease that comes in here a certain amount of money. We usually don't because we're afraid that it is not going to make it, so we give everything away at the expense of residents. Please think about 60% that didn't respond to the survey. I'm sure a lot of those probably don't really need a restaurant or want to support the restaurant because you've already said, the survey doesn't necessarily tell you what the residents had done in the past. They don't always support the restaurant. Thank you.

Ms. Landgrebe: Thank you.

Mr. Realmuto: Thank you.

John Sebastian (Resident, Lot 931): I'm John Sebastian, Lot 931 and I don't disagree about the Olsen fence. I like the barbed wire idea. But the reason I wanted to make a comment is I've been here four years and two months. I believe it was, if memory serves me correctly, about maybe three years ago or so maybe, when the service that provides the trash removal here in Florida, I forget their name, the ones that come around and pick up the trash and give you that blue can and give you the brown can. I believe it was a Monday morning coffee, we had Lake Wales in here or either that or that vendor talking about the trash. Because I grew up in Ohio and all through my life, I had to pay just like here for the trash removal. But then when the recyclables came around, they wanted something like \$22 more to give me a bin and charge me more to separate my trash, and hardly anybody did that. That was probably 15 years ago. \$22 was a little bit more of a chunk of change. But the way I understand Florida, is all the trash goes to the same place. The stuff they put in the blue can, I see all my neighbors recycling and using the blue can. I had the take my blue can away because it all goes to the same dump,

goes to the same place. If you're paying \$800 extra for a recyclable can, you're wasting your money because it's going to the same dump as the other brown can, that's my understanding. I don't believe here in the State of Florida, here in Polk County, that they do anything with those recyclables. They instead dump them in the same dump or mountain or wherever they are going to put them. It was called monkey mountain where I used to live. So I just wanted to say that. Also I wanted to agree with Mike about the thermostats because I think Matt would attest, I am here a lot of Sunday mornings, especially after an event and I find these thermostats here set to 68 degrees. I bring jackets with me because it's freezing in here on Sunday morning. I know it was from the event last night. You don't have to buy that Apple mess anymore. There are so many other competitors that have lower costs and achieve the same effect. I'm sure Miller, our vendor can probably come in here and set you up, program you for a few hundred dollars and do what Mike suggested about the air conditioning, I think that's a great idea. To quit providing cups, straws, and lids, I think we probably might need to communicate that to the people here, the residents, because if we're spending \$2,000 a year, that should tell you how popular these cups are. They drive me crazy. I'm here just about every day in that section over there and I'd taken it upon myself the last nine weeks to straighten up the straws that get thrown on the floor, and I don't know if you've noticed but the cups are left half full, stuff is left on the machine and I just pick that stuff up and throw it away. I don't drink caffeine, I'm a water drinker I would like to see some kind of water machine there other than a fountain. But the way it's set up right now, I had to ditch my water bottle because you can get it under there to get the ice without just making a mess. The cleanest and efficient way is to use a cup, use the ice, use the lid because the lid might be knocked over the cup and it will then spill out. If you look out at the pool, it is very popular with the guests and stuff. I'm not in favor of doing away with them, but if we do away with them, we need to communicate or set something up a little differently because even though it's a little water bottle that you're using, if you fill that up today, how are you going to get ice into it to cool it? Come November, I don't want any ice. I just want a room temperature water.

Ms. Burns: Just a reminder, we need to make sure we're keeping our comments to three minutes to make sure everyone has a fair amount of time.

John Sebastian (Resident, Lot 931): The light sensors, I agree with that. Also when we did the sinks, and the soap dispensers are electronic. Why not the urinals and the toilets? Why can't those be on sensors like they are in most places, rather than having a manual flush? The Oak tree, I hate to see the Oak tree move because it provides shade for my car but for safety, I guess maybe it needs to go.

Mr. Plummer: Thank you, John.

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Plummer: The next item, Supervisor's requests or open discussion. Does anyone have anything? Hearing none,

TWELFTH 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

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

The workshop of the Board of Supervisors of the Lake Ashton Community Development District was held on **Monday, August 29, 2022** at 1:30 p.m. at Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859

Present and constituting a quorum were:

Bob Plummer	Chairman
Mike Costello	Vice Chairman
Debby Landgrebe	Assistant Secretary
Steve Realmuto	Assistant Secretary
Lloyd Howison	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS (via zoom)
Christine Wells	Community Director
Matt Fisher	Operations Manager

Other staff and residents

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 1:30 p.m. and five Supervisors were in attendance. The Board recited the pledge of allegiance.

SECOND ORDER OF BUSINESS

Discussion Regarding the RFP for Restaurant Services

The Board, Staff, and the Restaurant Focus Group discussed the options for the RFP including a lease vs. management option, hours of operation, catering, etc. Staff will take direction from the workshop to put together RFP for Restaurant Lease to present at the September meeting. Counsel will prepare a sample agreement to include with the RFP.

THIRD ORDER OF BUSINESS

Adjournment

There not being any further business to discuss, the workshop was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION B



Lake Ashton Community Development District

Request for Proposals Restaurant Services



Lake Ashton Community Development District (CDD) is soliciting proposals to operate a casual restaurant/sports bar at the CDD's Clubhouse in Lake Wales, Florida.

The objective of this Request for Proposal (RFP) is to enter into a lease agreement with the Lake Ashton Community Development District (lessor) to provide full-service bar and restaurant operations at the Lake Ashton Clubhouse. Optional catering opportunities are also available to those who are interested.

Introduction

Lake Ashton is a highly sought-after, premiere, resort-style, 55+ gated community. It is located two miles west of the intersection of U.S. Highway 27 and Thompson Nursery Road in Lake Wales, Florida. This area sees traffic of more than 42,000 vehicles per day.

The community of Lake Ashton features 1,600 homes, spanning both Lake Wales and Winter Haven, with over 3,000 residents. The community covers 2,000 acres, and is minutes from area attractions, including Bok Tower Gardens, Florida's Natural and Legoland.

Lake Ashton amenities include the Clubhouse, a Health and Fitness Center at a separate location, two 18-hole championship golf courses and a golf course snack bar, The Eagle's Nest. Scheduled resident activities are held in both clubhouses.

The main Clubhouse Grand Ballroom hosts many events, weddings, and live entertainment gatherings. The Ballroom's capacity is up to 550 attendees.

The Lake Ashton Clubhouse is home to the community's restaurant at 4141 Ashton Club Drive. The restaurant is an integral part of the community, and also historically draws traffic from the adjacent community of Traditions (55+), with a population of 550. Several new communities are under construction, which will add 2,800 new homes by 2025.

The Clubhouse restaurant, overlooking the 400-acre Lake Ashton, provides indoor and covered outdoor dining, with a full-service bar and a maximum seating capacity of 235. The restaurant provides service to the outdoor pool, as well as adjoining activity rooms, a theater, and an on-site bowling alley. Clubhouse parking is available in two adjacent lots, with additional golf cart parking at the entrance.

Operating Parameters: Limits and Conditions, Utility Systems and Services

The restaurant operator will be responsible for the coordination of routine cleaning and maintenance of all restaurant spaces (indoor and outdoor dining areas) and all restaurant equipment. The CDD will be responsible to coordinate with the restaurant operator a quarterly walkthrough of both the dining room and the kitchen area to ensure minimum standards are maintained. During the quarterly walkthrough process the restaurant operator will provide copies of service and maintenance documents. In addition, the restaurant operator is responsible for the following expenses.

1. Propane gas for the kitchen equipment
2. An approved pest control program for the entire restaurant
3. Grease collection and removal
4. Any recycling program that may be required by local jurisdiction
5. Professional contracts are required to provide preventative maintenance on all kitchen and bar equipment

Common Area Maintenance (CAM)

There are common areas that are shared with the CDD. The CDD is responsible to pay for CAM to include telephone, basic cable, vehicle parking, sewage, electricity, heating and cooling, and water, which are part of the services for the entire Clubhouse facility. Lake Ashton CDD will provide routine cleaning of the main lobby and ballroom areas (other than for catered events), as well as the outside of the building, including sidewalks and parking lots. The CDD also maintains restroom space, which is shared within the clubhouse facility. The restaurant office includes incoming telephone, high speed internet and a point-of-sale system networked to the dining room and kitchen.

Restaurant Equipment

Lake Ashton CDD owns all furniture, fixtures, and equipment necessary to operate the restaurant, including, but not limited to, tables, chairs, commercial ovens, prep stations and dishwashers. The CDD also owns dishes, serving ware and glassware. The kitchen is equipped with commercial equipment, including a walk-in cooler/freezer and multiple cooking appliances. A complete inventory is available upon request. The CDD owns a point-of-sale system including several terminals and printers, all of which is available to the restaurant operator. However, if the restaurant operator chooses to use this equipment, the restaurant operator must pay all programming and monthly fees associated with the POS system.

The CDD is responsible for all Capital Expense Repairs (\$5000 or higher per piece of equipment) that are needed as a result of normal wear and tear of the equipment. Capital expenses due to improper maintenance, misuse or intentional damage are the responsibility of the restaurant operator. The restaurant operator is responsible for all repairs below \$5000 per item.

Alcoholic Beverages

Lake Ashton CDD will permit the service of alcoholic beverages only in support of, and subordinate to, the operation of a restaurant and catering events. Alcoholic beverages may be served in the restaurant and bar and in catering areas. Serving alcoholic beverages at all locations will be subject to the lessee obtaining appropriate permits and insurance.

Restaurant Operations

- A full-service restaurant/sports bar, offering lunch and dinner seven days a week, with after-dinner-hour activities, including, but not limited to, special themed nights and other sports-bar style activities.
- Minimum operating hours would be from 11 a.m. through 8 p.m., however, activities and special events could drive extended hours.
- Breakfast service would be at the discretion of the respondent.
- Curbside service and community delivery options are desirable.
- The restaurant operator will have the opportunity to submit a catering proposal for events held throughout the Clubhouse. Any proposed catering may only be done with no impact on restaurant service and operations.
- Restaurant operator will comply with all federal, state, and local operating regulations.

Marketing Opportunities

- The successful operator/leasee will participate in actively promoting their restaurant to Lake Ashton residents and the surrounding communities. Advertising utilizing social media, local publications, trade publications, and Lake Ashton marketing communications is critical to promoting the successful restaurant.
- The restaurant indoor and outdoor dining areas can accommodate various forms of entertainment and special events. Previous events included golf leagues, professional associations, special interest groups, wine tastings, and various community club activities.

Smoking

Smoking by restaurant patrons is not permitted anywhere within the Lake Ashton Clubhouse (including the patio), per state requirements. There is one outdoor area designated for smoking guests.

Additional Considerations

Outdoor patio and pool deck dining are required, weather permitting. The al fresco dining area can accommodate outdoor entertainment and special events subject to reasonable limitations. Although the outdoor patio is managed and scheduled by restaurant staff, that patio may be reserved by residents during non-operational hours.

RFP RESPONSE ELEMENTS:

The response for the RFP should include the following information:

- Present a detailed listing showing professional food and beverage service experience, accomplishments and education primarily for principals and managers
- Specific challenges that may be encountered in running a restaurant in a 55+ community
- Provide lunch and dinner menu ideas and price points for a 55+ community
- Ideas for after-hours sports bar activities and events
- Name, address, and phone number of three individual references with direct knowledge of the respondent's involvement in restaurant management and operation
- Restaurant operator must provide proof of funds in the amount of \$100,000 that demonstrates their ability to cover the initial startup costs for the restaurant operation
- Estimated lead time for opening the new restaurant

Please note: Evaluation criteria will be based on the responses to the RFP Elements listed above.

Additional Information

- Lake Ashton CDD has the right to reject any and all proposals, and/or to request additional information from respondent.
- While a lease agreement will be negotiated with the selected respondent, the agreement and its terms are subject to approval by the CDD's attorney, which may include certain provisions required due to the financing tax issues specific to the CDD.

- Once notified, successful respondents should plan to attend a Lake Ashton CDD Board of Supervisors meeting.

Meeting and Tour of the Facilities

All respondents are encouraged to tour the Clubhouse restaurant and facilities with an appointment made in advance by calling or e-mailing Christine Wells at 863.324.5457 or cwells@lakeashtoncdd.com. All tours must be scheduled prior to the question deadline, noted below.

Proposal Submission Process

Proposals may be hand-delivered, mailed, or sent via electronic mail to cwells@lakeashtoncdd.com and must be received no later than 3:00 pm on _____.

Address Proposals to:

Christine Wells, Community Director
Lake Ashton CDD
4141 Ashton Club Drive
Lake Wales, FL 33859

Interested parties should submit a complete response that can be transmitted via electronic mail to the Lake Ashton CDD Board of Supervisors.

Question Deadline

All questions and inquiries regarding the RFP should be submitted via electronic mail to cwells@lakeashtoncdd.com and received no later than 5 p.m. on _____. All questions and answers will be provided to all respondents who receive an RFP package. The questions and answers, when posted, become part of the RFP. Respondents are responsible to keep informed of questions and answers.

All dates and schedules are subject to change. Lake Ashton CDD reserves the right to reject any and all proposals, to waive irregularities and to award that proposal which is deemed to be in the best interest of the Lake Ashton CDD. Additionally, the Lake Ashton CDD also reserves the right to extend any and all timelines and timeframes but not to exceed forty-five (45) days.

*Exhibit A to RFP:
Lease Agreement*

RESTAURANT LEASE AGREEMENT

BETWEEN

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT,
A FLORIDA COMMUNITY DEVELOPMENT DISTRICT,
AS LANDLORD,

AND

A _____,

AS TENANT

LOCATION:

RESTAURANT SPACE WITHIN
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE
4141 ASHTON CLUB DRIVE
LAKE WALES, FLORIDA 33859

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (hereinafter the “Agreement”) is made and effective as of this _____ day of _____, 2022 (the “Effective Date”), between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and local unit of special-purpose government located in Polk County, Florida, hereinafter the “Landlord”, and _____, a _____, hereinafter the “Tenant”.

ARTICLE I. GENERAL AGREEMENT PROVISIONS

The terms and conditions contained in this Article I set forth certain basic terms of the Agreement and the definition of certain terms used in the Agreement.

1.1 Premises. That certain restaurant space (commonly referred to as the “Restaurant”) within the Lake Ashton Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the “Facility”) located at 4141 Ashton Club Drive, Lake Wales, Florida 33859, containing approximately 3,987 gross square feet of interior floor area and the outdoor patio area adjacent to the interior area, depicted on Exhibit A attached hereto (the “Premises”).

Tenant shall also have non-exclusive rights (except as limited herein) for management, oversight and provision of food and beverage service to Landlord’s ballroom facility (the “Ballroom”) and other areas of the Facility. Landlord shall be permitted to issue certain exceptions to the Tenant’s non-exclusive rights to manage, serve and provide food and beverage service to the Ballroom and other areas of the Facility, based on the Landlord’s sole and reasonable discretion, in order to accommodate specific resident events and activities. Except as provided herein, the terms of this Agreement apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

- 1.1.1 Exclusive Bar Service Rights: Tenant shall be responsible for providing bar services for all catered events, including events that Tenant will not be providing food service.
- 1.1.2 Non-Exclusive Use of Outdoor Patio Area: Tenant shall have non-exclusive use of the outdoor patio area, including the patio area adjacent to the interior area included within the definition and depiction of the Premises. Tenant shall be responsible for managing and scheduling the outdoor patio area and shall ensure shared access to the outdoor patio area and shall not restrict use or access to the outdoor patio area.
- 1.1.3 Optional Catering Rights: Tenant may elect to provide catering services, and if elected, any proposed catering by Tenant shall be done with no impact on restaurant service or operations.

1.2 Commencement Date: For the purposes of this Agreement the “Commencement Date” shall be the date the restaurant is open for business, which shall be on or before _____, 2022.

1.3 Term. The term of this Agreement (the “Agreement Term”), unless sooner terminated as elsewhere provided in this Agreement, shall be for a period of ____ (__) years, beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on the last day of the Agreement Term. Subject to Section 4.1 herein, Landlord and Tenant may, by mutual agreement and pursuant to a written instrument executed at least ninety (90) days prior to the expiration of the initial Agreement Term, extend the Agreement Term.

1.4 Advertising and Communications. Tenant shall advertise the Restaurant and, if applicable, associated catering services to Lake Ashton residents and the surrounding communities. Tenant shall utilize social media, local publications and Lake Ashton marketing communications to promote the Restaurant.

1.5 Permitted Use of the Premises. Tenant covenants and agrees that it shall, throughout the Agreement Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages. For the purposes of this Agreement, the uses of the Premises as defined and described in this Section 1.5 shall be referred to as the “Permitted Use”. Unless provided otherwise in the Rules and Regulations (hereinafter defined), at a minimum, the Premises will be open and providing meal service seven (7) days a week serving Lunch and Dinner, but may be closed, at the option of the Tenant, entirely on Christmas Day and New Year’s Day. Landlord and Tenant agree and acknowledge that the operating requirements may be adjusted by mutual written agreement of the parties hereto to accommodate seasonal demands, special events and other operational considerations.

1.5.1 Sale of Merchandise. Tenant shall not sell any merchandise, including, but not limited to, clothing, memorabilia, electronic media (compact discs, tapes, etc.), and similar such items, without the prior consent of the District.

1.6 Initial Security Deposit. Tenant shall deposit with Landlord, as security for its obligations under this Lease, the total sum of _____ and No/100 Dollars (\$) _____ via cashier’s check, to be paid pursuant to the schedule set forth herein (the “Security Deposit”). Tenant shall pay the Security Deposit to Landlord in accordance with the following payment schedule: (i) _____ and No/100 Dollars (\$) _____ on the Commencement Date, (ii) T _____ and No/100 Dollars (\$) _____ within thirty days of the Opening Date and (ii) _____ and No/100 Dollars (\$) _____ within sixty (60) days of the Opening Date. The Security Deposit shall be held in an account (with interest, if any, paid to the Landlord) controlled by the District Manager until the expiration or sooner termination of this Lease, when it shall be released and disbursed in accordance with Article XX herein.

1.7 Improvements. Tenant will timely perform their respective responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with their respective duties (see Article XIV for additional information).

1.8 Utilities. Landlord shall pay for all utilities (water, electric, trash removal) provided to the Premises, except for any recycling program, which may be required by local jurisdiction, and propane gas, which is provided separately to the Premises; Tenant shall arrange and pay for any propane gas and propane gas related service in any amounts necessary for Tenant to conduct operations hereunder. Landlord shall also be responsible for the cost of all telephone services to the Premises, both local and long distance, except international calls which shall be the responsibility of the Tenant. Further provisions concerning utilities are contained in Article VII herein.

1.9 Taxes. At the time of the execution of this Agreement, the Premises are assessed and billed for ad valorem taxes and assessments separate and apart from the remainder of the Facility. Landlord shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Agreement Term by a governmental entity having jurisdiction over the Premises. Tenant shall be responsible for any other taxes or assessments.

1.10 Janitorial Services. Tenant shall maintain the Premises in a neat, clean and orderly fashion, in a similar quality to other first class golf club resorts in Central Florida. Tenant shall provide, at Tenant's sole expense, all janitorial services to all areas of the Premises, including any cleaning or other services required specifically to comply with applicable health code provisions. Further provisions concerning Tenant's obligations are contained in Article XVI herein.

1.11 Notices:

To Landlord: Lake Ashton Community Development District
c/o Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

and: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Jan Albanese Carpenter, Esq., District Counsel

To Tenant: _____

1.12 Liquor License. Tenant may serve alcoholic beverages only in support of, and subordinate to, the operation of a restaurant and catering events; however, Tenant shall be responsible for obtaining and maintaining in good standing, for the entirety of the Agreement Term (Tenant must, at a minimum, begin the process to obtain such licenses upon the commencement of the Agreement Term), any and all permits or licenses required by any governmental authority, including, but not limited to, the Florida Department of Business and Professional Regulation – Division of Alcoholic Beverages and Tobacco, to allow Tenant to dispense and sell alcoholic

beverages (to include, at a minimum, beer, wine and liquor) on the Premises and in other areas within or adjacent to the Facility. Tenant shall be responsible for any and all costs and fees whatsoever associated with the procurement or maintenance of said permits or licenses. In accordance with Section 17.2 below, Tenant shall also acquire and maintain certain insurance coverage relating to the dispensation and sale of alcoholic beverages.

ARTICLE II. EXHIBITS

Certain documents are attached hereto as exhibits (collectively, the “Exhibits”), and the Exhibits, together with all drawings and documents prepared pursuant thereto, are incorporated herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms of the Agreement, the terms and conditions of the Agreement shall prevail. The Exhibits consist of the following:

EXHIBIT A – Site Plan of the Premises

EXHIBIT B – Rules and Policies of the Landlord

EXHIBIT C – Landlord’s Inventory

EXHIBIT D – Form of Income Statement

ARTICLE III. PREMISES

3.1 Premises. The Premises are described in Section 1.1 and depicted in Exhibit A (the Ballroom and other areas of the Facility are not included as part of the Premises, unless specifically provided herein).

3.2 Use and Operation of Premises.

(a) Use of the Premises. The Premises, the Ballroom and other areas of the Facility shall be used only as set forth in Section 1.5 and for such related ancillary uses as are common to a restaurant operation located within a first-class golf club resort. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Agreement, the Premises will be open for business in accordance with Section 1.5 throughout the Agreement Term.

All initial menus, merchandise, and prices offered or used by Tenant within or from the Premises shall provide a: (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Tenant shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

Tenant shall also have exclusive rights (except as limited herein) for providing food and beverage service to Landlord’s ballroom facility (the “Ballroom”) and other areas of the Facility. Landlord shall be permitted to issue certain exceptions to the Tenant’s

exclusive rights to serve the Ballroom and other areas of the Facility, based on the Landlord's sole and reasonable discretion, in order to accommodate specific resident events and activities. Except as provided herein, the terms of this Agreement shall apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

(b) Operating Standards. Tenant shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a first-class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Tenant shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Central Florida.

(c) Pest and Sanitation Control. Tenant shall retain a professional pest and sanitation control service, as approved by Landlord in its sole discretion, to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Tenant fails to perform its obligations hereunder, Landlord may, at its option and after five (5) days' written notice to Tenant, cause such inspection to be performed and any necessary corrective or extermination work to be performed, and the cost of such inspection and corrective or extermination work shall be paid by Tenant.

(d) Equipment Cleaning. All fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air shall be cleaned by a qualified contractor as frequently as needed to protect against dangerous grease accumulation. Upon Landlord's request, Tenant shall provide proof to Landlord that such cleaning has occurred. If Tenant fails to maintain such exhaust system adequately (as determined in Landlord's sole, reasonable discretion), Landlord may perform such work at Tenant's expense.

(e) Quarterly Walkthrough. Landlord shall coordinate with Tenant a quarterly walkthrough of the dining room and the kitchen area to ensure a minimum standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Central Florida. At the time of each quarterly walkthrough, Tenant shall provide copies of service and maintenance documents.

3.3 Compliance with Laws. Tenant shall at all times keep and maintain the Premises and all operations related thereto (including food and beverage service to the Ballroom and other areas of the Facility), in compliance in all material respects with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to issue policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Tenant is alleged to have violated any such rule or regulation and

Tenant reasonably contests such allegation, Tenant may undertake such actions as it may reasonably elect to legally contest the same, provided Tenant shall first take such measures as may be necessary to fully protect Landlord from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Tenant shall, at its sole expense, maintain the Premises in compliance in all respects with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans With Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The Landlord is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Tenant agrees to fully comply, at its sole expense, 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 Landlord.

3.4 Public Records. Any books, documents, records, correspondence or other information kept or obtained by the Landlord or furnished by the Landlord to Tenant in connection with the services contemplated herein and/or Landlord's facilities, and any related records are property of the Landlord. Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information are public records, as defined in Chapter 119, Florida Statutes. Tenant acknowledges and agrees that books, documents, records, correspondence or other information of Tenant related to this Agreement and services contemplated herein may be considered public records, and shall promptly comply with all applicable laws, rules and regulations. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes.

3.5 Delivery of the Premises.

(a) Acceptance of the Premises. Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises on the Commencement Date. Tenant has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and Landlord's Inventory (as defined in Section 13.2 and listed in Exhibit C), without limitation, in an "AS IS" condition.

(b) Ownership of Equipment. It is to be understood that all existing equipment and furnishings located on the Premises as of the Commencement Date (including, without limitation, all Landlord's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Tenant, either by Landlord, or by third parties at Landlord's request, are the sole properties of the Landlord. The Tenant shall have temporary charge of the existing equipment, furnishings and fixtures for the duration of the Agreement Term. All equipment, furnishings and fixtures shall be returned to the Landlord at the conclusion, or sooner termination, of the Agreement Term in

good working condition and in substantially similar condition as existed at the commencement of this Agreement, reasonable wear and tear excepted, after which none of them may be kept by the Tenant without the express written permission of Landlord.

3.6 Certain Easements In Favor of Tenant. Tenant shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Agreement Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to Landlord's prior approval, Tenant shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Tenant acknowledges that the Landlord is a special purpose government and the Facility is open to the public, including the Premises.

3.7 Certain Easements in Favor of Landlord. Landlord reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of Landlord, Tenant or other tenants of the Facility; provided that any such installation, inspection, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Tenant's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.8 Hazardous Materials and Sewage. Landlord covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Tenant covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Tenant shall give Landlord immediate written notice of any claim received by Tenant from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum based substances.

Tenant shall not discharge or permit to be discharged into any sanitary sewer system or stormwater system serving the Premises, the Ballroom, the Facility, or any parking lot, roadway, undeveloped area, green space, or the like, any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises (collectively "Waste") shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises. All Waste which is produced in

connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules, and regulations.

ARTICLE IV. TERM

4.1 Effective Date; Duration of Agreement Term. This Agreement and the obligations of the parties hereunder shall become effective upon the complete execution of this Agreement by all parties (the "Effective Date"). The Agreement Term shall be as defined and established in Section 1.3 above. At least ninety (90) days prior to the expiration of the Agreement Term, Tenant shall provide written notice to Landlord as to whether Tenant intends to (i) surrender the Premises upon the expiration of the Agreement Term, or (ii) enter into negotiations with the Landlord regarding the extension or renewal of the Agreement. Landlord's receipt of notice that the Tenant desires to negotiate an extension or renewal of the Agreement shall not bind the Landlord in any way, nor shall it preclude Landlord from seeking or negotiating agreements with other potential tenants for the lease of the Premises.

4.2 Surrender of Premises. On or before the last day of the Agreement Term or upon the sooner termination thereof, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Agreement, Tenant may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Agreement Term or earlier termination of this Agreement without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Agreement by such tenant at sufferance shall be Two Thousand Dollars and 00/100 (\$2,000.00) per month in effect immediately prior to the expiration of the Agreement Term or earlier termination of this Agreement. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Agreement.

4.4 Early Termination. Notwithstanding anything to the contrary contained in this Agreement, either party hereto may, without cause but only upon ninety (90) days' prior written notice to the other party, terminate this Agreement at any time during the Agreement Term.

ARTICLE V. RENT

5.1 Base Rent. Rent shall be as follows, First Year of rental Tenant shall pay _____ dollars and no cents (\$____.00) per month as Base Rent to Landlord; Second year of rental, _____ through _____ (the "Rent Commencement Date") tenant shall pay _____ dollars and no cents (\$____.00) and; Third year of the rental, _____ through _____, Tenant shall pay _____ dollars and no cents (\$____.00) until the expiration of the Agreement.

5.2 Additional Rent; Definition of "Rent". If Landlord shall make any expenditure for which Tenant is responsible or liable under this Agreement, or if Tenant shall become obligated to Landlord under this Agreement for any sum other than as herein provided, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord within thirty (30) days of Landlord's demand thereof, or at such other time as may be expressly provided in this Agreement for the payment of the same.

For the purposes of this Agreement, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Tenant to Landlord hereunder.

5.3 Late Payments. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. Tenant shall, in addition to a late fee and interest, pay an administrative fee to the Landlord of One Hundred Dollars and 00/100 (\$100.00) for the handling of any check that is not honored due to insufficient funds in the account on which the instrument is drawn.

5.4 No Abatement of Rent. Except as may be expressly provided for in this Agreement, no abatement, diminution or reduction (a) of Rent, charges or other compensation, or (b) of Tenant's other obligations hereunder, shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

5.5 Payment of Rent. Base Rent shall be paid to Landlord on the first day of each month starting on the Rent Commencement Date. All Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. If Landlord shall at any time accept any Rent or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

5.6 Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Agreement, Tenant shall also pay to Landlord, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

ARTICLE VI. TENANT'S FINANCIAL AND SALES INFORMATION

6.1 Quarterly Income Statements. Tenant shall provide to Landlord quarterly, defined as the months of January, February and March ("Q1"), April, May and June ("Q2"), July, August, and September ("Q3") and October, November, and December ("Q4"), Tenant's unaudited income and expenditure statements, in the form attached hereto as Exhibit D (the "Income Statement"), pertaining to the Tenant's operations for restaurant and, if applicable, banquet/catering sales during the immediately preceding three (3) months. Tenant shall provide the quarterly Income Statement by the 25th day of the month following for the preceding quarter (Q1 income statements on or before April 25th, Q2 on or before July 25th, Q3 on or before October 25th, and Q4 on or before January 25th). Tenant's failure to submit the required unaudited Income Statements shall constitute a default under the Agreement. Tenant shall also provide to Landlord, from time to time, such other information regarding the operations, business affairs and financial condition of Tenant as Landlord may reasonably request. As required by Section 3.4, Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information related to the business conducted herein are public records, as defined in Chapter 119, Florida Statute. The financial reporting obligations under this section shall be limited to financial information regarding the Restaurant at Lake Ashton and expenses relating to this Agreement. Unless required otherwise by law, Tenant shall not be required to report financial information on other businesses under the same corporate entity unrelated to the Restaurant or this Agreement.

6.2 Point of Sale System and Reports. Tenant agrees to use, to the fullest extent practicable, a point-of-sale system ("POS System") for all sales and transactions conducted in Tenant's normal course of business. Tenant shall cooperate and coordinate with Landlord to either use Landlord's existing POS System or an alternative POS system (subject to approval of the POS system by Landlord). Tenant shall generate any such reports from the POS System from time to time as Landlord requires or as required by law. Tenant shall not enter into cash sales or other transactions that are not entered into the POS system, unless Tenant obtains prior written approval from Landlord for an exception thereto. Tenant shall pay all programming and monthly fees associated with the POS system, should Tenant choose to use Landlord's existing POS system.

ARTICLE VII. UTILITIES

The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.9 above. Landlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Tenant or entitle Tenant to terminate this Agreement. No such discontinuance, failure or interruption shall entitle Tenant to withhold any payment due under this Agreement.

ARTICLE VIII. COMMON AREAS AND PARKING AREAS

8.1 Definition of "Common Areas". The term "Common Areas" refers to all improved and unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general use, convenience and benefit of Landlord, Tenant, and their respective customers,

patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, plazas, piers, decks, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, fountains and other water elements, service areas, loading docks, vertical circulation facilities, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or adjacent to the Facility, but shall specifically exclude any of Landlord's amenity facilities such as the swimming pool, ballroom, movie theater, activity rooms, sports/fitness facilities, etc.

8.2 Use of Common Areas. Subject to the provisions of this Agreement, Tenant and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by Landlord. Tenant and its employees shall have the right to use the Common Areas for access to the Premises at all times and Tenant's customers shall have such right during all hours that Tenant is open for business. Landlord shall, in a manner consistent with other facilities within Central Florida, keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and repair and maintain (or replace, if necessary) all equipment and facilities thereof.

8.3 Control of Common Areas. Landlord shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Agreement, Landlord shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. Landlord shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto in accordance with Section 8.4. The rights of Tenant with respect to the Common Areas and parking areas shall at all times be subject to the rights of Landlord and the public, as applicable. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and Tenant shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

8.4 Rules and Regulations. Tenant acknowledges that Landlord is a special purpose government, subject to applicable federal, state and local laws and regulations. Landlord may, from time to time, promulgate, amend and require the observance by Tenant and the public rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Rules and Regulations described and defined in Section 28.14 below, and may be amended and/or added by the Landlord from time to time.

8.5 Parking. Landlord shall furnish space for parking by Tenant and its customers and employees on a non-exclusive basis in common with customers and employees of other users and of Landlord. Landlord may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. At all times Landlord shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking. If Tenant or its employees fail to park their cars in the designated areas, Landlord may charge Tenant an amount established from time to time by Landlord per car per day for each day or partial day that any car is parked in any area other than designated parking areas, together with any towing charges incurred by Landlord in removing vehicles from unauthorized locations. All amounts due under this Section shall be payable within ten (10) days after Landlord's demand.

ARTICLE IX. MARKETING AND ADVERTISING

9.1 Tenant Advertising. Beginning on the Commencement Date and continuing for the balance of the Agreement Term, Tenant shall undertake advertising activities to advertise, market and promote Tenant's business conducted at the Premises, subject to provisions of Section 1.5.

9.2 Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the Lake Ashton community), other than those wholly within the Premises, shall be approved in advance by Landlord. Landlord will consider signage (including billboards) after a preliminary design is submitted in keeping with District standards.

9.3 No Use of Name. Tenant will not use or issue any promotional advertising, or other material using Landlord's name without first obtaining Landlord's prior written approval thereof. This provision shall not prevent Tenant from using the name "____ Lake Ashton Café", "____ Lake Ashton" or a substantially similar variation thereof as the name of the restaurant.

ARTICLE X. POSSESSION AND OPERATION OF PREMISES

Duties and Prohibited Conduct. Tenant shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Landlord, are inconsistent with the image of a community or senior-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of-business sale. Tenant shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Tenant shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Premises (unless approved by Landlord in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Agreement or approved by the Landlord in writing: (i) Tenant shall keep no live animals of any kind in the Premises; (ii) Tenant shall not, without prior written approval from Landlord, display or sell

merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Tenant shall not erect or install any aerial antenna or “dish” (provided other facilities are available at a reasonable cost to Tenant for the reception of programming transmitted via satellite); (iv) Tenant shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Tenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

ARTICLE XI. TENANT’S CONDUCT OF BUSINESS.

11.1 Operating Covenants. Tenant covenants and agrees that it will, throughout the Agreement Term and without interruption (except for approved renovations with scheduled “down time”), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are un-tenantable by reason of fire or other casualty; and (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 13.1) to service and supply the usual and ordinary requirements of its customers.

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

Tenant shall pay all bills and costs related to its operation of the Premises as and when they come due or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Tenant under this Agreement or the continuous operation of the Premises. Tenant’s failure to pay or its inability to pay its vendors, shall constitute a default under this Agreement.

Tenant shall insure that the Premises are locked and safeguarded after regular business hours and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

11.2 Operating Days and Hours. At a minimum, the Tenant shall operate the Restaurant 11am to 8pm, 7 days per week; Tenant shall be responsible to serve Lunch and Dinner. Breakfast service may commence at the discretion of the Tenant. Tenant may elect to extend restaurant hours beyond the aforementioned minimum. Exceptions to this agreement would be for Holidays and Emergencies only. Any other change(s) that would deviate from the minimum days and hours of operation must be brought to the attention of Landlord and voted upon at a Lake Ashton Community Development District board meeting.

11.3 Personnel Dress Code. The Tenant shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Central Florida.

Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the Landlord, shall be strictly prohibited.

11.4 Patron Dress Code. The Tenant shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. Patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. Tenant may establish a more stringent patron dress code suitable for the Premises if Tenant deems such necessary or prudent.

11.5 Personnel Background Checks and Conduct. Tenant shall obtain, or cause to be obtained, at its own cost for each individual Tenant employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Tenant's industry for a high quality clubhouse restaurant. Tenant shall maintain a copy of said background check on file so long as the subject individual remains in Tenant's employ, and Tenant shall make all background checks available for Landlord's review upon request. The Tenant shall enforce strict discipline and good order among its employees on the Premises and Tenant shall be responsible for the conduct of its employees.

11.6 Change of Trade Name. Tenant may elect to change the trade name associated with the operation of the restaurant business on the Premises, but Landlord's prior written approval of any such change or use of an alternate trade name shall be required before Tenant institutes such change or use.

ARTICLE XII. TENANT'S EQUIPMENT MAINTENANCE OBLIGATION

12.1 Equipment Maintenance Obligations. Tenant shall operate and maintain, in a commercially reasonable manner, any and all of Landlord's kitchen and/or bar equipment including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers and hood systems (the "Major Equipment"). In addition, Tenant shall, within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into preventative maintenance contracts providing for periodic inspection and preventative/corrective maintenance or repair of the Major Equipment (with copies of such contracts being provided to Landlord), which contracts Tenant shall keep in force during the entirety of the Agreement Term. Said preventative maintenance contracts shall provide for inspection, cleaning, and service of ice machines no less than once every six months, and for inspection and service of all other Major Equipment no less than once every twelve months. Landlord shall be responsible for all Capital Expense Repairs (\$5,000.00 or higher per piece of equipment) that are needed as a result of normal wear and tear of the equipment. Capital Expense Repairs that are needed due to improper maintenance, misuse, or intentional damage are the responsibility of Tenant. Tenant shall be responsible for and shall make all repairs below \$5,000.00 per item. Tenant shall also, within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises.

ARTICLE XIII. PERSONAL PROPERTY

13.1 Tenant's Personal Property. All of Tenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such Personal Property shall remain the property of Tenant. Provided Tenant has not failed to timely cure an Event of Default, Tenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Agreement is still in effect Tenant shall immediately replace the same with similar Personal Property of comparable or better quality. At Landlord's option, Landlord may require Tenant to remove any and all Personal Property from the Premises upon the expiration of the Agreement. Tenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

13.2 Landlord's Personal Property. Landlord currently owns and keeps on the Premises various items of personal property, a list of which is attached hereto as Exhibit C ("Landlord's Inventory"). By executing this Agreement, Tenant specifically acknowledges that Exhibit C is a complete and accurate list of Landlord's personal property located or kept on the Premises. Landlord's Inventory is and shall at all times remain property of the Landlord. Landlord's Inventory list shall be updated at the conclusion or earlier termination of the Agreement Term hereunder, and Tenant shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

ARTICLE XIV. ALTERATIONS AND IMPROVEMENTS

14.1 Tenant's Alterations. At Tenant's own expense, and after receiving prior written approval from Landlord (which may be granted or withheld in Landlord's sole discretion), Tenant may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Tenant may find desirable or convenient for its purposes, provided that the value of the Premises is not thereby diminished. Tenant shall reimburse Landlord for all out-of-pocket costs and expenses (including any architect and/or engineer fees) Landlord incurs in approving or disapproving Tenant's plans for Alterations.

14.2 Tenant's Construction Requirements. All Alterations, after receiving Landlord's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and Landlord may require that such Alterations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by Landlord, shall be submitted to Landlord for its approval prior to commencement of the work, in accordance with such procedures as Landlord shall reasonably specify. Upon the expiration or earlier termination of this Agreement, such Alterations (unless they comprise Personal Property) shall not be removed by Tenant but shall become a part of the Premises. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Premises of any other tenant in the Facility.

ARTICLE XV. CONTRACTORS' OR MECHANICS' LIENS

15.1 Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, within twenty (20) days following written notice from Landlord, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Tenant shall fail to comply with the foregoing provisions of this Section 15.1, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by Landlord in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Tenant shall thereupon furnish Landlord with a written instrument of release in form for recording or filing in the appropriate office of land records of Polk County, Florida, and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Tenant may, at its option, contest the validity of any lien or claim of lien if Tenant shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Tenant shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Tenant shall, at its own expense, defend the interests of Tenant and Landlord in any and all such suits (with Tenant selecting counsel for the handling of such defense, subject to Landlord's reasonable approval); provided, however, that Landlord may, at its election, engage at its own expense its own counsel and assert its own

defenses, in which event Tenant shall cooperate with Landlord and make available to Landlord all information and data which Landlord deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. Prior to commencement by Tenant of any work on the Premises which shall have been previously permitted by Landlord as provided in this Agreement, Tenant shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the public records of the Polk County, Florida, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XVI. REPAIRS AND MAINTENANCE

16.1 Tenant's Obligations. In addition to Tenant's equipment maintenance obligations contained in Article XII, Tenant shall at all times repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and Landlord's Inventory. Tenant shall be responsible for the coordination of routine cleaning and maintenance of all Restaurant space (indoor and outdoor dining areas) and all restaurant equipment. All replacements made by Tenant in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed. Tenant shall also keep, or cause to be kept, the Premises in a neat, clean and orderly condition through the provision of janitorial services as required by Section 1.10. Any non-compliance with Tenant's obligations hereunder, determined at Landlord's sole and reasonable discretion, shall be remedied at Tenant's sole expense.

16.2 Landlord's Obligations. Subject to Sections 8.3 and 16.1, Landlord shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by Tenant), pipes, conduits, equipment (including air conditioning), components and facilities that supply the Premises with utilities installed by Landlord (except as the appropriate utility company has assumed these duties); provided that Landlord shall not be required, and Tenant shall be required, to make repairs necessitated by reason of: the gross negligence or willful misconduct of Tenant and its employees and agents; or improvements to the Premises made by Tenant's contractors and service providers who are separately insured. Landlord shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Agreement expressly provides.

16.3 Right to Enter. Tenant shall permit Landlord or its authorized representatives, upon reasonable notice (except in the case of an emergency or threatened emergency or a default or threatened default under this Agreement in which case no notice shall be required), to enter the Premises at any time to inspect the same, perform periodic inspections to insure compliance under 16.1, to perform its duties under Section 16.2, and to perform any work therein that Landlord may

reasonably deem necessary. No exercise by Landlord of any rights reserved in this Section 16.3 shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. Landlord will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

16.4 Landlord's Liability. Landlord shall be liable for failure to keep the Premises in repair, provided Landlord is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. Landlord shall also be liable for its gross negligence or willful misconduct in performing any repairs that Landlord undertakes hereunder. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenants business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenants use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Agreement by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Agreement; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant.

16.5 Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Tenant or owner thereof and Landlord shall not be liable for any damage to said personal property or to the Tenant arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

ARTICLE XVII. INDEMNITY; INSURANCE

17.1 Indemnity. Except to the extent that the acts, omissions and other conduct of Landlord contribute to its loss or damage, as hereinafter described, Tenant shall defend, insure, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (ii) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Agreement to be conducted thereon, thereat, therein, or therefrom; (iii) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (iv) any contamination of the Premises, or the groundwater's thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage,

spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Tenant or by any agent or invitee of Tenant; (v) any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (vi) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's obligations under this Section 17.1 arising prior to the termination of this Agreement shall survive any such termination.

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

17.2 Tenant's Insurance Obligation. Tenant will throughout the Agreement Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and, in the form, hereinafter provided for:

(a) Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Tenant arising from this Agreement.

(b) Excess Liability Insurance. Tenant shall also carry and maintain umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

(c) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$100,000.00 each employee, \$100,000.00 each accident, and \$500,000.00 policy limit.

(d) Liquor Liability/Dram Shop Insurance. Tenant shall provide liquor liability insurance in amounts of not less than those described in subsection 17.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord in connection with any such sales, service or consumption of alcoholic beverages.

(e) Other Insurance. In addition, Tenant shall, at Landlord's request, provide, keep and maintain in full force and affect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business

operations similar to those contemplated by this Agreement to be conducted by Tenant on the Premises.

(f) Form of Policies. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A-7" in Best's Key Rating Guide, or as otherwise acceptable to the Landlord. All such policies (except to the extent inconsistent with the type of policy) shall contain cross-liability endorsements and shall name Landlord, and such additional individuals or entities as Landlord shall from time to time reasonably designate, as "Additional Insureds." Executed copies of such policies of insurance or certificates thereof shall be delivered to prior to the commencement of this Agreement and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy. If the Tenant fails to take out or to keep in force any insurance referred to in this Article XVII, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Agreement. The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Notwithstanding the foregoing, Tenant may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed \$15,000 per incident, without Landlord's prior written consent. Tenant shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

ARTICLE XVIII. RECONSTRUCTION

18.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by Landlord's insurance:

(a) Repair of Damage. As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, Landlord shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect; or

(b) Damage Near End of Term. In the event of partial or total destruction of the Premises during the last one (1) year of the Agreement Term, Landlord and Tenant shall each have the option to terminate this Agreement on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 18.1, should the subject repairs have a material adverse impact upon the ability of Tenant to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such

eighteen (18) month period, Tenant may at its option elect to terminate the remaining Term of this Agreement on the basis set forth in Section 18.5.

18.2 Uninsured Casualty. If the Premises are damaged by any casualty not covered by the insurance or self-insurance that Landlord is required to maintain, Landlord shall have the election, and shall, within one hundred eighty (180) days following the date of such damage, give Tenant notice of Landlord's election to either: (i) to commence Reconstruction of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Agreement shall cease and terminate not later than sixty (60) days after Landlord's notice of its election to terminate.

18.3 Release of Liability. Upon any termination of this Agreement under any of the provisions of this Article XVIII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations which have theretofore accrued and are then unpaid. In the event of termination, Landlord and Tenant shall share in the proceeds from Tenant's insurance (including deductibles) maintained pursuant to Section 17 as their respective interests may appear.

18.4 Abatement of Rent. In the event of Reconstruction of the Premises as herein provided, Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent, Taxes, Overhead Charges and Additional Rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Improvements, Personal Property, the building of which the Premises are a part, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement

18.5 Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVIII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33-1/3%) of the Premises' full replacement cost as of the date of destruction, Landlord shall have the right to terminate this Agreement by giving notice of such termination to Tenant within ninety (90) days after such destruction.

ARTICLE XIX. MORTGAGES AND SUB-LEASING

19.1 Prohibitions

(a) Mortgages. Tenant shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

(b) Sub-leasing. Tenant shall not sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

ARTICLE XX. SECURITY DEPOSIT

20.1 On or before the Effective Date, Tenant shall deposit with Landlord the sum specified in Section 1.6 as the Security Deposit hereunder. The Security Deposit shall be held by Landlord without liability for interest as security for the full and faithful performance by Tenant of all its obligations under this Agreement. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent.

20.2 If any of the Rent herein reserved or any other sum payable by Tenant to Landlord shall be overdue or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its other obligations under this Agreement, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire Security Deposit to the sums then due or past due from Tenant. Should Tenant comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Tenant to Landlord, said Security Deposit shall be refunded in full to Tenant no later than thirty (30) days after Tenant has surrendered possession of the Premises to Landlord at the expiration or earlier termination of Agreement Term. If Landlord claims deductions against the Security Deposit, Landlord shall return any remaining portion to Tenant within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

ARTICLE XXI. DEFAULTS BY TENANT; REMEDIES

21.1 Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Agreement:

(a) If Tenant shall fail to pay, when due, any Rent or portion thereof, or any other sum or amount due to Landlord from Tenant hereunder, and such failure shall continue for a period of five (5) days after the date on which Landlord provides written notice to Tenant thereof.

(b) If Tenant shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Agreement, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord or, if such non-monetary default cannot reasonably be accomplished within fifteen (15) days, Tenant shall have a reasonable period of time to cure such default, provided the cure is commenced within said fifteen (15) day period and is thereafter aggressively pursued to completion by Tenant.

(c) If Tenant ceases the actual and continuous operation of the business contemplated by this Agreement to be conducted by Tenant upon the Premises (unless such cessation in operation is permitted pursuant to the terms of this Agreement). Any permitted cessation of business operations for a period exceeding five (5) days, without prior written approval of Landlord, shall constitute an Event of Default

(d) If, at any time during the Agreement Term, Tenant files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Agreement Term, there is filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant is not dismissed within sixty (60) days following the commencement thereof.

(e) If Tenant's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

21.2 Remedies on Default. If any Event of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a) Landlord may, pursuant to written notice thereof to Tenant, terminate this Agreement and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Agreement, recover immediately from Tenant any and all Rent and other sums and damages due or in existence at the time of such termination, including, without limitation: (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any re-letting or attempted re-letting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) Landlord may, pursuant to any prior notice required by law and without terminating this Agreement, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to re-let the same or any part or parts thereof and re-let or attempt to re-let the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Agreement Term), at such rents and upon such other terms and provisions as Landlord, in its sole but reasonable discretion, may deem advisable. If Landlord re-lets or attempts to re-let the Premises, Landlord shall be the sole judge as to the terms and provisions of any

new lease or sublease and of whether or not a particular proposed new tenant or sub-tenant is acceptable to Landlord. Upon any such re-letting, all rents received by the Landlord from such re-letting shall be applied (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such re-letting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such re-letting, (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents and other sums as the same may become due and payable hereunder. If the rents received from such re-letting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent and other sum shall otherwise become due under this Agreement, or, at the option of Landlord, at the end of the Agreement Term. In addition, Landlord shall be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Agreement other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Agreement unless a written notice of such intention shall be given to the Tenant or unless the termination of this Agreement be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and re-letting or attempted re-letting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Agreement or pursue any other remedy available to Landlord for Tenants previous breach of or default under this Agreement.

(c) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Agreement, taking into account that Tenant's right and option to pay the Rent hereunder in any particular year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Agreement, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Agreement Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including without limitation damages for breach or default of Tenants obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Agreement shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration, as such aggregate sum then reduced to its net present value and which sum shall be offset by the net rents which can then be reasonably anticipated to accrue to Landlord during the balance of the Agreement Term by the exercise of commercially reasonable efforts by Landlord to re-lease the Premises following such termination. Landlord may then proceed to recover and collect all such net sums so sued

for from Tenant by distress, levy, and execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subparagraph (c), Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord pursuant to this Agreement, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Agreement. In addition to the remedies hereinabove specified and enumerated, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Agreement of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Agreement, even before the expiration of any notice periods provided for in this Agreement, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Agreement and in the Premises.

21.3 Landlord May Cure Tenant Defaults. If there is an Event of Default by Tenant in the performance of any term, provision, covenant or condition on its part to be performed hereunder, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum, or sums, together with interest thereon at the highest rate allowed under the laws of the State of Florida, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefore, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

21.4 Landlord's Lien. Landlord shall have at all times during the Agreement Term a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent all other sums then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure

of security interests or in any other manner and form provided by law. The statutory lien for Rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time during the Agreement Term such financing statements as may be required by Landlord in order to perfect the Landlord's lien provided herein or by law. Notwithstanding the foregoing, except to the extent expressly granted in Section 21.5, Landlord's lien for Rent shall not extend to intangibles, memorabilia or proprietary properties utilized in the business operated by Tenant from the Premises and shall be subordinate to any purchase money security interest granted by Tenant in the personal property utilized by Tenant in the operation of the business in the Premises.

21.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

ARTICLE XXII. DEFAULTS BY LANDLORD; REMEDIES

If Landlord neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Agreement on its part to be performed or observed within thirty (30) days after Landlord's receipt of written notice from Tenant of default or, when more than thirty (30) days shall be required to cure the default, if Landlord shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

ARTICLE XXIII. EMINENT DOMAIN

23.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Agreement to be conducted thereon, therein or therefrom so as to effectively render the Premises untenable, then this Agreement and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

23.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises are not effectively rendered untenable, then the Landlord and the Tenant shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Agreement shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

ARTICLE XXIV. SALE OR MORTGAGE BY LANDLORD

Tenant agrees that Landlord may at any time, sell or convey Landlord's interest in and to the Facility, or any part thereof, and Tenant consents to Landlord's assignment (or other conveyance) of its interest in this Agreement to a new property owner or other interest holder. From and after a sale or other conveyance of Landlord's interest in and to the Facility, or any part thereof, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Agreement, including liability for any act, occurrence or omission of the successor Landlord occurring after such sale.

ARTICLE XXV. ATTORNMEN

Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Agreement, to any successor of the interest of Landlord under this Agreement for the balance of the Agreement Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Agreement, subject, however, to all of the terms and conditions of this Agreement. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance Rents which may have been paid by Tenant to Landlord for more than the current period in which such Rents come due.

ARTICLE XXVI. QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying the rent and performing the terms, covenants and conditions of this Agreement, may quietly have, hold and enjoy the Premises from and after Landlord's delivery of the Premises to Tenant in accordance with Section 3.5 until the end of the Agreement Term, subject to the other provisions of this Agreement.

ARTICLE XXVII. NOTICES AND CONSENTS

All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Agreement shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. Landlord and Tenant may, from time to time by written notice to the other, designate another place for receipt of future notices.

ARTICLE XXVIII. MISCELLANEOUS

28.1 Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Agreement by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

28.2 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Rent (except as provided in Section 18.4) or excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy or avoid such event.

28.3 Landlord Calculations, Determinations and Requirements. Whenever this Agreement contemplates that Landlord will make particular determinations, calculations, specifications, requirements, estimates or the like with respect to amounts payable by Tenant, Landlord shall make such determinations, including the amount, allocation, proration and composition of charges and expenses, in a reasonable and equitable manner and acting in good faith.

28.4 Failure to Give Consent. If Landlord or Tenant improperly fails to give any consent or approval referred to in this Agreement, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Agreement, but in no event shall Landlord or Tenant be responsible in monetary damages for such failure to give consent.

28.5 Reasonableness. Except where expressly provided to the contrary in this Agreement, whenever this Agreement provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Agreement, however, in which either Landlord or Tenant may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on Landlord and Tenant in connection with other provisions of this Agreement, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that Landlord or Tenant,

where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

28.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord or any other person or entity (including Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

28.7 Severability; Construction of Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.8 Warranties. Tenant is a _____ and the person or persons executing this Agreement on behalf of Tenant hereby covenant and warrant as of the Effective Date that: (i) such _____ is duly established in and qualified to do business in the State of Florida; (ii) such _____ has paid all applicable franchise and other taxes; (iii) such entity will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws; (iv) the signing party to this agreement is authorized to sign for the entity.

Landlord warrants that fee simple title to the real property on which the Facility is located is vested in Landlord as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Tenant to utilize the Premises in a manner consistent with this Agreement.

28.9 Entire Agreement. This Agreement supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Agreement. Phrases such as “including” and “for example” shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

28.10 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Agreement for which time is a factor.

28.11 Access. Landlord and Landlord’s agents shall have the right, upon reasonable notice to Tenant (except in the case of an emergency or threatened emergency or a threatened default under this Agreement, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that Landlord shall attempt to minimize interference with Tenant’s business. Tenant shall have access to the Premises twenty-four (24) hours per day, seven days per week.

28.12 Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Agreement, in any adversary proceeding, and in the preparation and filing of any proof of claim.

28.13 Brokers. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Agreement. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Agreement.

28.14 Rules and Regulations. Landlord shall, at its discretion, implement and modify from time to time during the Agreement Term rules and regulations governing the conduct of persons while at the Premises and the Facility (the "Rules and Regulations"), with which Rules and Regulations Tenant will comply. Included within the Rules and Regulations may be, without limitation, provisions relating to employee and visitor parking and access to the Premises, employee grooming, behavior and wardrobe standards and minimum and maximum hours of operation. Attached as Exhibit B are the current Rules and Policies of the Landlord. In the event of a conflict between the Rules and Regulations and this Agreement, the provisions of the Rules and Policies shall prevail.

28.15 Applicable Law. 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 WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.

28.16 Fire Extinguishers. Tenant shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain an annual service contract on extinguishers during the Agreement Term (including renewal options).

28.17 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.

28.18 Employees; Independent contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Tenant or entities retained by Tenant are the sole responsibility of Tenant. Tenant shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Tenant shall be a tenant only and not an employee of the Landlord. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Landlord and Tenant. Tenant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the Landlord.

28.19 Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Tenant is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.

28.20 Affidavit of Arm's Length Transaction and Absence of Relationship Between Parties. The Parties to this Agreement agree and affirm this is an arm's length transaction. Neither Party to this Agreement is a family member, business associate, or shares a business interest (other than the Agreement described hereunder) with the other Party. The Parties further agree and acknowledge that Tenant does not have any role or relationship with or through the Landlord which would limit the ability of Landlord to exercise its rights under the Agreement.

[Signature page to follow]

SIGNATURE PAGE TO RESTAURANT LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Restaurant Lease Agreement this ____ day of _____, 2022.

LANDLORD:

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

ATTEST:

By: _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____
Chairman/Vice-Chairman

WITNESSES:

X _____

Print: _____

X _____

Print: _____

TENANT:

_____, a _____

By: _____

Print: _____

Title: _____

EXHIBIT A

SITE PLAN OF THE PREMISES

(“Premises”, inclusive of Patio area)

DRAFT

EXHIBIT B

RULES AND POLICIES OF THE LANDLORD

[See attached]

DRAFT

EXHIBIT C

LANDLORD'S INVENTORY

[See attached]

DRAFT

EXHIBIT D

FORM OF INCOME STATEMENT

[See attached]

DRAFT

SECTION VI

SECTION A

Fiscal Year 2023 Maintenance Contract Analysis

Contractor	Current Monthly Amt	Proposed Monthly Amt	Amt Diff Per Month	Current Yearly Amt	Proposed Yearly Amt	Amt Diff Per Year
Applied Aquatics Monthly Maintenance	\$3,895.00	\$4,128.75	\$233.75	\$46,740.00	\$49,545.00	\$2,805.00
Applied Aquatics Quarterly Maintenance	\$2,433.33	\$2,971.58	\$538.25	\$29,200.00	\$35,659.00	\$6,459.00
Applied Aquatics Semi Annual Maintenance	\$466.67	\$494.67	\$28.00	\$5,600.00	\$5,936.00	\$336.00
Heartland Pools	\$1,313.00	\$1,700.00	\$387.00	\$15,756.00	\$20,400.00	\$4,644.00
Securitas	\$21,717.83	\$25,856.08	\$4,138.25	\$260,614.00	\$310,273.00	\$49,659.00
Yellowstone	\$16,210.00	\$16,210.00	\$0.00	\$194,520.00	\$194,520.00	\$0.00
Total	\$46,035.83	\$51,361.08	\$5,325.25	\$552,430.00	\$616,333.00	\$63,903.00

SECTION B

SECTION 1

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2022)
(East Conservation Area, Mitigations 1B & 7A, Wetlands 2-6 & 8,
Pine Island & Utility Easement)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the “Extension”), dated October 1, 2022, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the “Contractor”), whose mailing address is Post Office Box 1469, Eagle Lake, Florida 33839.

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

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

WHEREAS, upon the written agreement of both District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2023, pursuant to the “Aquatic Plant Management Agreement” proposal, dated September 12, 2022, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

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

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2023, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2023.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$35,659.00, paid in quarterly

payments of \$8,914.75, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

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

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

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

6. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.
7. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.
8. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

9. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

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

Attest:

Secretary/Asst. Secretary

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

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

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Rebawal

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

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 12, 2022

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

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

The parties hereto agree as follows

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

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

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

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

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

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$8,915.00	Due Quarterly as billed x 4.
Total Annual Cost	\$35,659.00	

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

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

Submitted: Telly R. Smith

Date: 9/12/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

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

SECTION 2

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

(Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2022))
(West Conservation Area from Clubhouse to Boat Ramp)

THIS EXTENSION OF THE AQUATIC PLANT MANAGEMENT AGREEMENT (the “Extension”), dated October 1, 2022, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the “Contractor”), whose mailing address is Post Office Box 1469, Eagle Lake, Florida 33839.

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

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

WHEREAS, upon the written agreement of both District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2023, pursuant to the “Aquatic Plant Management Agreement” proposal, dated September 12, 2022, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

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

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2023, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2023.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$5,936.00, paid in semi-annual

payments of \$2,968.00, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

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

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

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

6. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.
7. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.
8. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

9. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

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

Attest:

Secretary/Asst. Secretary

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

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

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Renewal

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

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 12, 2022

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

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

The parties hereto agree as follows

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

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

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

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

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

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

The terms of this agreement shall be: 10/01/2022 thru 09/30/2023.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$2,968.00	Due Semi-annually as billed x 2.
Total Annual Cost	\$5,936.00	

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

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

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

Submitted: Telly R. Smith

Date: 9/12/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

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

SECTION 3

EXTENSION TO AQUATIC PLANT MANAGEMENT AGREEMENT

Lake Ashton Community Development District and Applied Aquatic Management, Inc. (2022)
(Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals and
Thirteen (13) Stormwater Ponds)

THIS EXTENSION TO THE AQUATIC PLANT MANAGEMENT AGREEMENT (the “Extension”), dated October 1, 2022, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **APPLIED AQUATIC MANAGEMENT, INC.**, a Florida corporation, (the “Contractor”), whose mailing address is Post Office Box 1469, Eagle Lake, Florida 33839.

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

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

WHEREAS, upon the written agreement of both Owner and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2023, pursuant to the “Aquatic Plant Management Agreement,” proposal, dated September 12, 2022, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

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

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2023, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2023.

4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$49,545.00, paid in monthly payments of \$4,128.75, after the services are completed and have been inspected and approved by the District's authorized representative.

5. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

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

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

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

6. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

7. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

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

9. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

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

Attest:

Secretary/Asst. Secretary

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

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

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Renewal

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

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 12, 2022

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

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

The parties hereto agree as follows

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

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

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

The terms of this agreement shall be: 10/01/2022 thru 09/30/2023.

Agreement will automatically renew as per Term and Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$4,128.75	Due monthly as billed x 12.
Total Annual Cost	\$49,545.00	

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

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

Submitted: Telly R. Smith

Date: 9/12/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

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

SECTION C

EXTENSION TO THE POOL MAINTENANCE AGREEMENT

(Lake Ashton Community Development District and Heartland Commercial Pool Services, Inc.)

THIS EXTENSION TO THE POOL MAINTENANCE AGREEMENT (the “Extension”), dated October 1, 2022, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **HEARTLAND COMMERCIAL POOL SERVICES, INC.**, a Florida corporation (the “Contractor”), whose mailing address is 1200 Shadow Drive, Lakeland, Florida 33810.

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

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

WHEREAS, upon the written agreement of both District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2023, pursuant to the proposal submitted by the Contractor, attached hereto as **Exhibit “A”** (the “Proposal”). In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

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

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2023, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2023.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$20,400.00, paid in monthly payments of \$1,700.00, after the Services are completed and have been inspected and approved by the District’s authorized representative.

5. That the Services provided shall be in accordance with the Proposal.
6. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

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

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

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

7. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.
8. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
9. That, regardless of the date of execution of this Extension by the parties hereto, this Extension shall be deemed effective as of October 1, 2022.

[Signatures provided on following page.]

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

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

Attest:

Secretary/Asst. Secretary

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

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

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]



Heartland Commercial Pool Services Inc.
Your Commercial Cleaning, Repair and Construction Company.

1200 Shadow Dr
Lakeland, FL 33810
863-648-9400
info@heartlandpoolsfl.com

Agreement for Pool/Spa Cleaning Service for:
Lake Ashton CDD, 4141 Ashton Club Dr. Lake Wales, FL 33859
2022-2023 pricing

Services will include:

- 5 x per week service.
- Testing and adjusting of chemicals per State and County guidelines.
- Inspection of pumps, filters, chemical feeders, automation systems and operating equipment.
- Reporting of any broken safety and/or operating equipment with proposed estimate to fix equipment.
- Tile Cleaning, Brushing and Vacuuming as needed.
- Cleaning of filter systems to keep them in optimal operating condition.
- Pool shocking, cleaning, and closing for fecal incidents on weekends or after hours will be billed out at \$150/hr. from office to office.

Monthly Investment:

- 5 x week (Monday - Friday)
- October 1 2022 thru September 30 2023 – Monthly service without the suggested automation equipment, \$1700.00/Monthly
- October 1 2022 thru September 30 2023 – Monthly service with the suggested automation equipment, \$1400.00/Monthly

Pricing and agreement are for (1) year as of the date signed below. Agreement can be canceled with written 30-day notice by either party. Heartland Pools reserves the right to increase pricing with 30 day written notice due to unseen/uncontrollable cost increases in chemicals and fuel.

Acceptance of services: _____
Signature Title

Print name Date

SECTION D

*Sent to
Supervisors
separately to
review for
confidentiality*

SECTION E

**FIRST EXTENSION AND AMENDMENT TO THE
LANDSCAPE MAINTENANCE AGREEMENT**

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

THIS EXTENSION OF THE LANDSCAPE MAINTENANCE AGREEMENT (the “Extension”), dated October 1, 2022, is made by and between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company, (the “Contractor”), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

WHEREAS, the District and the Contractor are parties to that certain Landscape Maintenance Agreement (the “Agreement”), dated October 1, 2021, relating to the provision of landscape maintenance for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Agreement is currently in full force and effect between the District and Contractor; and

WHEREAS, the District desires to extend the Agreement and have the Contractor provide additional landscaping services under the same terms and conditions as the Agreement and the terms set forth herein; and

WHEREAS, the District and Contractor desire to extend and amend the Agreement to include the terms described in the proposal, dated _____, 2022, attached hereto as **Exhibit “A”** (the Proposal), along with the terms set forth herein.

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

1. The foregoing recitals are true and correct and are hereby incorporated by reference as terms.
2. The District and Contractor acknowledge and agree that the Agreement is in full force and effect.
3. That the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2023, unless terminated sooner in accordance with the terms of the Agreement. The new termination date of the Agreement shall be September 30, 2023.
4. That in accordance with the terms of the Proposal and this Extension, the District agrees to pay the Contractor a total annual fee of \$194,520.00, paid in monthly payments of \$16,210.00, after the services are completed and have been inspected and approved by the District’s authorized representative.

5. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.
6. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.
7. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
8. All of the provisions contained herein shall become effective upon the execution of this Extension.

[Signatures provided on following page.]

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

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

Attest:

Secretary/Asst. Secretary

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

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

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

Proposal

[See attached.]

SECTION F



LAKE ASHTON

Lake Ashton Community Development District

Room Rental Contract

Function Name: Lake Ashton Bingo

Date: September 19, 2022

Function Location: Lake Ashton Clubhouse Grand Ballroom
4141 Ashton Club Drive
Lake Wales, FL 33859

Function Contact: Lake Ashton Bingo
John DeWinkler, Bingo Officer

The following contract is to be made:

Room Rental of Lake Ashton Grand Ballroom for the game of Bingo every Monday from the hours of 4:00 p.m. to 10:00 p.m., excluding some holidays. Contract shall run from October 1, 2022 thru September 30, 2023 in the amount of \$400.00 per week payable on the 1st Monday of every month. The room rental fee charged under this contract is established by the Lake Ashton Community Development District (the "District") and is set forth in the District's Rule of Procedure.

Lake Ashton Community Development District will not be held responsible for any lost, misplaced, or broken items associated with functions.

Bingo shall be responsible for obtaining and maintaining in good standing, for the entirety of the Room Rental Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the State of Florida.

Acceptance of this Contract: The above price, specifications and conditions are subject to approval by the Lake Ashton Community Development Board of Supervisors. Payment will be made as outlined above.

Lake Ashton Community Development District
Authorized Signature

Lake Ashton Bingo
Authorized Signature

Date

Date

cc: Lake Ashton Community Development District
John DeWinkler, Bingo Officer
Club Office

4141 Ashton Club Drive | Lake Wales, Florida 33859 | Phone: 863.324.5457 | Fax: 863.324.5829

SECTION G

**Lake Ashton
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2021

Lake Ashton Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Lake Ashton Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Lake Ashton Community Development District as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart



To the Board of Supervisors
Lake Ashton Community Development District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, and each major fund of Lake Ashton Community Development District, as of September 30, 2021, and the respective changes in financial position and cash flows for the Enterprise Fund and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated September 12, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lake Ashton Community Development District's internal control over financial reporting and compliance.

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

September 12, 2022

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Lake Ashton Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments. Business-type activities are primarily supported by charges to the users of those activities, such as restaurant charges.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities separate from the assets, liabilities and net position of business-type activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture recreation and debt service. Business-type activities financed by user charges include restaurant services.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources. The enterprise fund financial statements provide information on all assets and liabilities of the fund, changes in economic resources (revenues and expenses), and total economic resources.

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total assets exceeded total liabilities by \$9,319,725 (net position). Net investment in capital assets for Governmental Activities was \$8,737,209 and for Business-type Activities was \$24,363. Restricted net position for Governmental Activities was \$108,518. Unrestricted net position for Governmental Activities was \$422,513 and for Business-type Activities was \$27,122.
- ◆ Governmental activities revenues totaled \$2,444,217 while governmental activities expenses and transfers totaled \$3,083,781. Business-type activities revenues and transfers totaled \$930,058 and business-type expenses totaled \$878,573.

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current assets	\$ 555,872	\$ 928,988	\$ 27,122	\$ -	\$ 582,994	\$ 928,988
Restricted assets	398,831	431,391	-	-	398,831	431,391
Capital assets, net	12,368,543	13,185,522	24,363	-	12,392,906	13,185,522
Total Assets	<u>13,323,246</u>	<u>14,545,901</u>	<u>51,485</u>	<u>-</u>	<u>13,374,731</u>	<u>14,545,901</u>
Current liabilities	454,547	728,253	-	-	454,547	728,253
Non-current liabilities	3,600,459	3,909,844	-	-	3,600,459	3,909,844
Total Liabilities	<u>4,055,006</u>	<u>4,638,097</u>	<u>-</u>	<u>-</u>	<u>4,055,006</u>	<u>4,638,097</u>
Net Position						
Net investment in capital assets	8,737,209	9,192,492	24,363	-	8,761,572	9,192,492
Restricted	108,518	110,846	-	-	108,518	110,846
Unrestricted	422,513	604,466	27,122	-	449,635	604,466
Total Net Position	<u>\$ 9,268,240</u>	<u>\$ 9,907,804</u>	<u>\$ 51,485</u>	<u>\$ -</u>	<u>\$ 9,319,725</u>	<u>\$ 9,907,804</u>

The decrease in current assets is related to the decrease in investments in the Capital Projects Fund in the current year.

The decrease in current liabilities is due to a decrease in payables in the Capital Projects Fund related to projects and land purchases in the prior year.

The decrease in non-current liabilities is mainly related to the principal payment made in the current year.

The District initiated an enterprise fund in the current year to account for a new restaurant operation.

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
<u>Program Revenues</u>						
Charges for services	\$ 2,424,887	\$ 2,651,057	\$ 671,133	\$ -	\$ 3,096,020	\$ 2,651,057
Grants and contributions	-	8,000	36,748	-	36,748	8,000
<u>General Revenues</u>						
Miscellaneous revenues	17,853	11,975	-	-	17,853	11,975
Investment earnings	1,477	10,134	-	-	1,477	10,134
Total Revenues	<u>2,444,217</u>	<u>2,681,166</u>	<u>707,881</u>	<u>-</u>	<u>3,152,098</u>	<u>2,681,166</u>
<u>Expenses</u>						
General government	301,470	399,879	-	-	301,470	399,879
Physical environment	736,361	889,032	-	-	736,361	889,032
Culture/recreation	1,639,388	1,522,492	-	-	1,639,388	1,522,492
Interest and other charges	184,385	203,574	-	-	184,385	203,574
Restaurant	-	-	878,573	-	878,573	-
Total Expenses	<u>2,861,604</u>	<u>3,014,977</u>	<u>878,573</u>	<u>-</u>	<u>3,740,177</u>	<u>3,014,977</u>
Transfers	<u>(222,177)</u>	<u>-</u>	<u>222,177</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Net Position	(639,564)	(333,811)	51,485	-	(588,079)	(333,811)
Net Position - Beginning of Year	9,907,804	10,241,615	-	-	9,907,804	10,241,615
Net Position - End of Year	<u>\$ 9,268,240</u>	<u>\$ 9,907,804</u>	<u>\$ 51,485</u>	<u>\$ -</u>	<u>\$ 9,319,725</u>	<u>\$ 9,907,804</u>

The decrease in charges for services for governmental activities is related to the decrease in usage fees in the current year.

The decrease in general government is related to decreased engineering fees related to the flood at the bowling alley and the golf study in the prior year.

The decrease in physical environment is related to certain major repair and maintenance projects in the prior year.

The increase in culture/recreation is related to water damage and cart path/bridge repairs in the current year.

The District initiated an enterprise fund in the current year to account for a new restaurant operation.

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021.

<u>Description</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Land	\$ 2,692,929	\$ -	\$ 2,692,929
Infrastructure	22,045,230	-	22,045,230
Equipment	724,559	24,988	749,547
Accumulated depreciation	<u>(13,094,175)</u>	<u>(625)</u>	<u>(13,094,800)</u>
Total Capital Assets (Net)	<u><u>\$ 12,368,543</u></u>	<u><u>\$ 24,363</u></u>	<u><u>\$ 12,392,906</u></u>

Current year activity for governmental activities consisted of additions to equipment of \$30,962 and depreciation of \$847,941. The current year activity for business-type activities consisted of additions to equipment of \$24,988 and depreciation of \$625.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily because special events expenditures were less than anticipated.

The September 30, 2021 budget was amended for increased professional fees and newsletter expenditures that were higher than originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- In March 2015, the District issued \$5,115,000 Capital Improvement Revenue Refunding Bonds, Series 2015A-1 and \$720,000 Capital Improvement Revenue Refunding Bonds, Series 2015A-2. The Bonds were issued to refund the Capital Improvement Revenue Bonds, Series 2001A, Capital Improvement Revenue Bonds, Series 2003A, and Capital Improvement Revenue Bonds, Series 2005A. The balance outstanding at September 30, 2021 was \$3,700,000.

**Lake Ashton Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The District will conduct its first full year of operations of the Enterprise Fund (Restaurant) in fiscal year 2022. The District cannot determine the affect this will have on the financial position or results of operations of the District in fiscal year 2022.

Request for Information

The financial report is designed to provide a general overview of Lake Ashton Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Lake Ashton Community Development District, Governmental Management Services, 219 Livingston Street, Orlando, Florida 32801.

Lake Ashton Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets			
Cash	\$ 54,320	\$ -	\$ 54,320
Investments	437,595	-	437,595
Accounts receivable	204	-	204
Assessments receivable	4,317	-	4,317
Inventory	-	27,122	27,122
Prepaid expenses	59,436	-	59,436
Total Current Assets	<u>555,872</u>	<u>27,122</u>	<u>582,994</u>
Non-Current Assets			
Restricted Assets			
Investments	398,831	-	398,831
Capital Assets, Not Being Depreciated			
Land	2,692,929	-	2,692,929
Capital Assets, Being Depreciated			
Infrastructure	22,045,230	-	22,045,230
Equipment	724,559	24,988	749,547
Accumulated depreciation	<u>(13,094,175)</u>	<u>(625)</u>	<u>(13,094,800)</u>
Total Non-Current Assets	<u>12,767,374</u>	<u>24,363</u>	<u>12,791,737</u>
Total Assets	<u>13,323,246</u>	<u>51,485</u>	<u>13,374,731</u>
LIABILITIES			
Current Liabilities			
Accounts payable	109,549	-	109,549
Contracts payable	9,045	-	9,045
Unearned revenues	7,645	-	7,645
Deposits payable	6,225	-	6,225
Accrued interest	77,083	-	77,083
Bonds payable, current	245,000	-	245,000
Total Current Liabilities	<u>454,547</u>	<u>-</u>	<u>454,547</u>
Non-Current Liabilities			
Bonds payable, net	<u>3,600,459</u>	<u>-</u>	<u>3,600,459</u>
Total Liabilities	<u>4,055,006</u>	<u>-</u>	<u>4,055,006</u>
NET POSITION			
Net investment in capital assets	8,737,209	24,363	8,761,572
Restricted for debt service	108,518	-	108,518
Unrestricted	<u>422,513</u>	<u>27,122</u>	<u>449,635</u>
Total Net Position	<u>\$ 9,268,240</u>	<u>\$ 51,485</u>	<u>\$ 9,319,725</u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF ACTIVITIES
For the Period Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues		Net(Expense) Revenues and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-type Activities	
Governmental Activities						
General government	\$ (301,470)	\$ 296,632	\$ -	\$ (4,838)	\$ -	\$ (4,838)
Physical environment	(736,361)	63,278	-	(673,083)	-	(673,083)
Culture/recreation	(1,639,388)	1,521,243	-	(118,145)	-	(118,145)
Interest and other charges	(184,385)	543,734	-	359,349	-	359,349
Total Governmental Activities	<u>(2,861,604)</u>	<u>2,424,887</u>	<u>-</u>	<u>(436,717)</u>	<u>-</u>	<u>(436,717)</u>
Business-type activities						
Restaurant	<u>(878,573)</u>	<u>671,133</u>	<u>36,748</u>	<u>-</u>	<u>(170,692)</u>	<u>(170,692)</u>
Total Primary Government	<u>\$ (3,740,177)</u>	<u>\$ 3,096,020</u>	<u>\$ 36,748</u>	<u>(436,717)</u>	<u>(170,692)</u>	<u>(607,409)</u>
General Revenues						
Miscellaneous revenues				17,853	-	17,853
Investment income				1,477	-	1,477
Total General Revenues				<u>19,330</u>	<u>-</u>	<u>19,330</u>
Transfers				<u>(222,177)</u>	<u>222,177</u>	<u>-</u>
Change in Net Position				(639,564)	51,485	(588,079)
Net Position - October 1, 2020				<u>9,907,804</u>	<u>-</u>	<u>9,907,804</u>
Net Position - September 30, 2021				<u>\$ 9,268,240</u>	<u>\$ 51,485</u>	<u>\$ 9,319,725</u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 38,827	\$ -	\$ 15,493	\$ 54,320
Investments	69,693	-	367,902	437,595
Due from other funds	12,352	-	-	12,352
Accounts receivable	204	895	-	1,099
Assessments receivable	3,422	-	-	3,422
Prepaid expenses	59,436	-	-	59,436
Restricted assets				
Cash and investments, at fair value	-	398,831	-	398,831
Total Assets	<u>\$ 183,934</u>	<u>\$ 399,726</u>	<u>\$ 383,395</u>	<u>\$ 967,055</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 109,549	\$ -	\$ -	\$ 109,549
Contracts payable	-	-	9,045	9,045
Due to other funds	-	-	12,352	12,352
Deposits payable	6,225	-	-	6,225
Unearned revenues	7,645	-	-	7,645
Total Liabilities	<u>123,419</u>	<u>-</u>	<u>21,397</u>	<u>144,816</u>
FUND BALANCES				
Nonspendable-prepaid expenses	59,436	-	-	59,436
Restricted:				
Debt service	-	399,726	-	399,726
Assigned-capital projects reserve	-	-	361,998	361,998
Unassigned	1,079	-	-	1,079
Total Fund Balances	<u>60,515</u>	<u>399,726</u>	<u>361,998</u>	<u>822,239</u>
Total Liabilities and Fund Balances	<u>\$ 183,934</u>	<u>\$ 399,726</u>	<u>\$ 383,395</u>	<u>\$ 967,055</u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$ 822,239
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$2,692,929, infrastructure, \$22,045,230, and equipment, \$724,559, net of accumulated depreciation, \$(13,094,175), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	12,368,543
Long-term liabilities, including bonds payable, \$(3,700,000), net of bond premium, net, \$(145,459), are not due and payable in the current period and therefore, are not reported at the fund level.	(3,845,459)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	<u>(77,083)</u>
Net Position of Governmental Activities	<u><u>\$ 9,268,240</u></u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Period Ended September 30, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 1,706,031	\$ 543,734	\$ -	\$ 2,249,765
Charges for services	175,122	-	-	175,122
Miscellaneous revenues	17,853	-	-	17,853
Investment income	665	20	792	1,477
Total Revenues	<u>1,899,671</u>	<u>543,754</u>	<u>792</u>	<u>2,444,217</u>
Expenditures				
Current				
General government	301,470	-	-	301,470
Physical environment	64,310	-	96,921	161,231
Culture/recreation	1,368,077	-	-	1,368,077
Capital outlay	-	-	30,962	30,962
Debt service				
Principal	-	365,000	-	365,000
Interest	-	201,375	-	201,375
Total Expenditures	<u>1,733,857</u>	<u>566,375</u>	<u>127,883</u>	<u>2,428,115</u>
Excess of revenues over/(under) expenditures	<u>165,814</u>	<u>(22,621)</u>	<u>(127,091)</u>	<u>16,102</u>
Other Financing Sources/(Uses)				
Insurance proceeds	1,500	-	-	1,500
Transfers in	-	-	278,522	278,522
Transfers out	(278,522)	-	(222,177)	(500,699)
Total Other Financing Sources/(Uses)	<u>(277,022)</u>	<u>-</u>	<u>56,345</u>	<u>(220,677)</u>
Net Change in Fund Balances	(111,208)	(22,621)	(70,746)	(204,575)
Fund Balances - October 1, 2020	<u>171,723</u>	<u>422,347</u>	<u>432,744</u>	<u>1,026,814</u>
Fund Balances - September 30, 2021	<u>\$ 60,515</u>	<u>\$ 399,726</u>	<u>\$ 361,998</u>	<u>\$ 822,239</u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ (204,575)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount capital outlay, \$30,962, was exceeded by depreciation, \$(847,941), in the current period.	(816,979)
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	365,000
Bond premium does not current resources and therefore, is amortized over the life of the bonds as interest expense at the government-wide level. This is the current year amortization.	9,385
At the fund level interest is recognized when due. At the government-wide level interest is accrued on outstanding debt. This is the change in accrued interest.	<u>7,605</u>
Change in Net Position of Governmental Activities	<u><u>\$ (639,564)</u></u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Period Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$1,703,644	\$1,703,644	\$1,706,031	\$ 2,387
Charges for services	240,000	267,300	175,122	(92,178)
Miscellaneous revenues	5,000	5,000	17,853	12,853
Investment income	1,000	1,000	665	(335)
Total Revenues	<u>1,949,644</u>	<u>1,976,944</u>	<u>1,899,671</u>	<u>(77,273)</u>
Expenditures				
Current				
General government	267,613	306,943	301,470	5,473
Physical Environment	81,540	81,540	64,310	17,230
Culture/recreation	1,379,240	1,481,662	1,368,077	113,585
Total Expenditures	<u>1,728,393</u>	<u>1,870,145</u>	<u>1,733,857</u>	<u>136,288</u>
Excess of revenues over/(under) expenditures	<u>221,251</u>	<u>106,799</u>	<u>165,814</u>	<u>59,015</u>
Other Financing Sources/(Uses)				
Insurance proceeds	-	-	1,500	1,500
Transfers out	(278,522)	(278,522)	(278,522)	-
Total Other Financing Sources/(Uses)	<u>(278,522)</u>	<u>(278,522)</u>	<u>(277,022)</u>	<u>1,500</u>
Net Change in Fund Balances	(57,271)	(171,723)	(111,208)	60,515
Fund Balances - October 1, 2020	<u>57,271</u>	<u>171,723</u>	<u>171,723</u>	<u>-</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,515</u>	<u>\$ 60,515</u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF FUND NET POSITION _ ENTERPRISE FUND
September 30, 2021

	<u>Restaurant Fund</u>
ASSETS	
Current Assets	
Inventory	<u>\$ 27,122</u>
Non-current Assets	
Capital assets, being depreciated:	
Equipment	24,988
Accumulated depreciation	<u>(625)</u>
Total Non-current Assets	<u>24,363</u>
Total Assets	<u>51,485</u>
NET POSITION	
Net investment in capital assets	24,363
Unrestricted	<u>27,122</u>
Total Net Position	<u><u>\$ 51,485</u></u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
FUND NET POSITION - ENTERPRISE FUND
For the Year Ended September 30, 2021

	Restaurant Fund
Operating Revenues	
Charges for services	\$ 671,133
Operating contributions	36,748
Total Operating Revenues	<u>707,881</u>
Operating Expenses:	
Restaurant operations	877,948
Depreciation	625
Total Operating Expenses	<u>878,573</u>
Operating (Loss)	(170,692)
Transfers In	<u>222,177</u>
Change In Net Position	51,485
Net Position - October 1, 2020	<u>-</u>
Net Position - September 30, 2021	<u><u>\$ 51,485</u></u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
STATEMENT OF CASH FLOWS - ENTERPRISE FUND
For the Year Ended September 30, 2021

	Restaurant Fund
Cash Flows From Operating Activities	
Cash received from customers	\$ 671,133
Cash received from other sources	36,748
Cash paid to suppliers	<u>(905,070)</u>
Net Cash (Used) By Operating Activities	<u>(197,189)</u>
Cash Flows From Capital and Related Financing Activities	
Acquisition and construction of capital assets	<u>(24,988)</u>
Cash Flows From Non-Capital Financing Activities	
Transfers in	<u>222,177</u>
Net change in cash and cash equivalents	-
Cash and equivalents - October 1, 2020	<u>-</u>
Cash and equivalents - September 30, 2021	<u><u>\$ -</u></u>
RECONCILIATION OF OPERATING INCOME TO NET CASH (USED) BY OPERATING (LOSS)	
Cash Flows From Operating Activities	
Operating (loss)	<u>\$ (170,692)</u>
Adjustments to reconcile operating (loss) to net cash (used) by operating activities	
Depreciation	625
Changes in assets and liabilities	
(Increase) in inventory	<u>(27,122)</u>
Total Adjustments	<u>(26,497)</u>
Net Cash (Used) By Operating Activities	<u><u>\$ (197,189)</u></u>

See accompanying notes to financial statements.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Lake Ashton Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 15, 2000, as Lake Myrtle Community Development District pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 2000-11 of the City Commissioners of Lake Wales, as a Community Development District. The name was changed to Lake Ashton Community Development District on February 12, 2001. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Lake Ashton Community Development District. The District is governed by a five member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Lake Ashton Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are primarily supported by special assessments and charges for services. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

Enterprise Funds

In the fund financial statements, the enterprise fund is presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, enterprise funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or non-current) associated with their activity are included on their balance sheets. Enterprise fund operating statements present increases (revenues) and decreases (expenses) in total net position. The District applies all GASB pronouncements as well as all FASB Statements and Interpretations, APB Opinions and Accounting Research Bulletins, issued on or before November 30, 1989, which do not conflict with, or contradict, GASB pronouncements.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the Capital Improvement Revenue Refunding Bonds.

Capital Projects Fund – The Capital Projects Fund accounts for the acquisition and construction of infrastructure improvements located within the boundaries of the District.

b. Enterprise Major Fund

Enterprise Fund – The Enterprise Fund accounts for the operations of the restaurant, which is funded by proceeds from operations of the restaurant.

c. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land, infrastructure and equipment, are reported in the governmental activities and business-type activities columns.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Equipment	10 years
Infrastructure	20-30 years

d. Bond Premiums

Bond premiums associated with the issuance of bonds are amortized over the life of the bonds using the straight-line method of accounting.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

e. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$822,239, differs from “net position” of governmental activities, \$9,268,240, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (land, infrastructure and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land	\$ 2,692,929
Infrastructure	22,045,230
Equipment	724,559
Accumulated depreciation	<u>(13,094,175)</u>
Total	<u>\$ 12,368,543</u>

Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	\$ (3,700,000)
Bond premium, net	<u>(145,459)</u>
Bonds payable, net	<u>\$ (3,845,459)</u>

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to the accrued interest on bonds.

Accrued interest	\$ <u>(77,083)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(204,575), differs from the “change in net position” for governmental activities, \$(639,564), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Capital outlay	\$ 30,962
Depreciation	<u>(847,941)</u>
Total	<u>\$ (816,979)</u>

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

When long-term debt is issued for governmental activities, the resources obtained are recognized as an other financing source at the fund level. At the government-wide level, however, the new debt increases non-current liabilities. Also, interest is recognized when due at the fund level, but is accrued at the government-wide level.

Principal payments	<u>\$ 365,000</u>
Amortization of bond premium	<u>\$ 9,385</u>
Accrued interest	<u>\$ 7,605</u>

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$95,464 and the carrying value was \$54,320. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2021, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity Date</u>	<u>Fair Value</u>
Florida PRIME	49 Days*	\$ 437,595
U S Bank Money Market	N/A	398,831
Total		<u>\$ 836,426</u>

*Weighted average maturity

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2021, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. of a "2-7a like pool" as defined in Government Accounting Standards Board, Statement 31. As of September 30, 2021, the District's investment in Florida PRIME was rated AAAM by Standard & Poor's. The District's investment in U S Bank Money Market was unrated.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in Florida PRIME represent 52% of the District's total investments and U S Bank Money Market represent 48% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Governmental Activities:</u>				
Capital assets, not depreciated:				
Land	\$ 2,692,929	\$ -	\$ -	\$ 2,692,929
Capital assets, being depreciated				
Infrastructure	22,045,230	-	-	22,045,230
Equipment	707,197	30,962	(13,600)	724,559
Total Capital Assets Being Depreciated	22,752,427	30,962	(13,600)	22,769,789
Less accumulated depreciation				
Infrastructure	(11,873,256)	(779,537)	-	(12,652,793)
Equipment	(386,578)	(68,404)	13,600	(441,382)
Total Accumulated Depreciation	(12,259,834)	(847,941)	13,600	(13,094,175)
Total Capital Assets Depreciated, net	10,492,593	(816,979)	-	9,675,614
 Governmental Activities Capital Assets	 <u>\$ 13,185,522</u>	 <u>\$ (816,979)</u>	 <u>\$ -</u>	 <u>\$ 12,368,543</u>

Depreciation of \$575,130 was charged to physical environment and \$272,811 was charged to culture/recreation.

The following is a summary of changes in the Business-type Activities capital assets for the year ended September 30, 2021:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<u>Business-type Activities</u>				
Capital assets, being depreciated:				
Equipment	\$ -	\$ 24,988	\$ -	\$ 24,988
Less accumulated depreciation for:				
Equipment	-	(625)	-	(625)
Total Capital Assets Depreciated, Net	<u>\$ -</u>	<u>\$ 24,363</u>	<u>\$ -</u>	<u>\$ 24,363</u>

Depreciation of \$625 was charged to restaurant.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE E – INTERFUND ACTIVITY

Interfund balances at September 30, 2021, consisted for the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>
General Fund	Capital Projects Fund
	\$ 12,352

Balances between the General Fund and the Capital Projects Fund are due to the General Fund paying for expenditures on behalf of the Capital Projects Fund that have not been repaid as of year-end.

Interfund transfers for the year ended September 30, 2021, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>		
	General Fund	Capital Projects Fund	Total
Capital Projects Fund	\$ 278,522	\$ -	\$ 278,522
Enterprise Fund	-	222,177	222,177
Total	<u>\$ 278,522</u>	<u>\$ 222,177</u>	<u>\$ 500,699</u>

Transfers from the General Fund to the Capital Projects Fund are related to budgeted capital reserve funding for the fiscal year. Transfers from the Capital Projects Fund to the Enterprise Fund are related to the funding of the deficit in operations in the Enterprise Fund in the current year.

NOTE F – LONG-TERM DEBT

The following is a summary of activity for long-term debt for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 4,065,000
Principal payments	<u>(365,000)</u>
Long-term debt at September 30, 2021	3,700,000
Plus bond premium, net	<u>145,459</u>
Long-term debt, net at September 30, 2020	<u>\$ 3,845,459</u>

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – LONG-TERM DEBT (CONTINUED)

Long-term debt is comprised of the following:

Capital Improvement Revenue Refunding Bonds

\$5,115,000 Series 2015A-1 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 1, 2016 and maturing May 1, 2032. Interest is due semi-annually on May 1 and November 1, at an interest rate of 5.0%. Current portion is \$225,000. \$ 3,215,000

\$720,000 Series 2015A-2 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 1, 2016 and maturing May 1, 2037. Interest is due semi-annually on May 1 and November 1, at an interest rate of 5.0%. Current portion is \$20,000. \$ 485,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 245,000	\$ 185,000	\$ 430,000
2023	255,000	172,750	427,750
2024	270,000	160,000	430,000
2025	285,000	146,500	431,500
2026	300,000	132,250	432,250
2027-2031	1,745,000	419,750	2,164,750
2032-2036	555,000	58,250	613,250
2037	45,000	2,250	47,250
Totals	<u>\$ 3,700,000</u>	<u>\$ 1,276,750</u>	<u>\$ 4,976,750</u>

Summary of Significant Bonds Resolution Terms and Covenants

The Series 2015A Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time on or after May 1, 2025 at the redemption price of the principal amount being redeemed, together with accrued interest to the date of redemption. The Series 2015A Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

Lake Ashton Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – LONG-TERM DEBT (CONTINUED)

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Fund – The Series 2015A Reserve Account was funded from the proceeds of the Series 2015A Bonds in an amount equal to 50% of the maximum annual debt service outstanding on the Series 2015A Bonds. Monies held in the reserve account will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve deposits as of September 30, 2021:

	Reserve Balance	Reserve Requirement
Series 2015A Capital Improvement Revenue Refunding Bonds	\$ 214,125	\$ 214,125

NOTE G – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Lake Ashton Community Development District
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lake Ashton Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated September 12, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Lake Ashton Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lake Ashton Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Lake Ashton Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



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

To the Board of Supervisors
Lake Ashton Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lake Ashton Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines & Frank*

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

September 12, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

MANAGEMENT LETTER

To the Board of Supervisors
Lake Ashton Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the financial statements of the Lake Ashton Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated September 12, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated September 12, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Lake Ashton Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Lake Ashton Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.



To the Board of Supervisors
Lake Ashton Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Lake Ashton Community Development District. It is management's responsibility to monitor the Lake Ashton Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Lake Ashton Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 4
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 45
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$2,925
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$1,917,066
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see below.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Lake Ashton Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: \$539.74 - \$9,530.40.
- 8) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$2,249,765.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: Series 2015A, \$3,215,000, matures May 2032 and Series 2015A-2, \$485,000, matures May 2037.

To the Board of Supervisors
Lake Ashton Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 1,703,644	\$ 1,706,031	\$ 2,387
Charges for services	240,000	175,122	(64,878)
Miscellaneous revenues	5,000	17,853	12,853
Investment income	1,000	665	(335)
Total Revenues	<u>1,949,644</u>	<u>1,899,671</u>	<u>(49,973)</u>
Expenditures			
Current			
General government	267,613	301,470	(33,857)
Physical environment	81,540	64,310	17,230
Culture/recreation	1,379,240	1,368,077	11,163
Total Expenditures	<u>1,728,393</u>	<u>1,733,857</u>	<u>(5,464)</u>
Excess of revenues over/(under) expenditures	<u>221,251</u>	<u>165,814</u>	<u>(55,437)</u>
Other Financing Sources/(Uses)			
Insurance proceeds	-	1,500	1,500
Transfers out	(278,522)	(278,522)	-
Total Other Financing Sources/(Uses)	<u>(278,522)</u>	<u>(277,022)</u>	<u>1,500</u>
Net changes in fund balance	<u>(57,271)</u>	<u>(111,208)</u>	<u>(53,937)</u>
Fund Balances - October 1, 2020	<u>57,271</u>	<u>171,723</u>	<u>114,452</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ 60,515</u>	<u>\$ 60,515</u>

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did note the following finding.



To the Board of Supervisors
Lake Ashton Community Development District

Finding 21 – 01

Finding: The District inappropriately utilized budgeted capital reserve funds to mostly fund the deficit in operations of the Enterprise Fund during the current year.

Recommendation: The capital reserve funds should only expend monies in accordance with the purposes for which the funding was established.

Management Response: Expenditures will be monitored in future years to ensure that capital reserve funds are expended appropriately.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

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

September 12, 2022



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Lake Ashton Community Development District
Polk County, Florida

We have examined Lake Ashton Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Lake Ashton Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Lake Ashton Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Lake Ashton Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Lake Ashton Community Development District's compliance with the specified requirements.

In our opinion, Lake Ashton Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

*Berger Toombs Elam
Gaines & Frank*

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

September 12, 2022

SECTION VII

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:

Christine Wells, Community Director

Meeting Date: September 19, 2022





Events and Activities

Staff is working on scheduling events and activities throughout the end of 2023 while finishing up details on events for the remainder of 2022.

- The Clubhouse will once again host an Oktoberfest on September 29 featuring authentic German food and an authentic, interactive German musical performance.
- Two events in October have been booked to highlight Breast Cancer Awareness and will feature fundraisers at the event to support the LALGA Pink Ribbon Golf Tournament.
- November will feature a Fall Festival in conjunction with a special LAPAC event.
- In December staff has planned our second Annual Holidays Around the World event followed by a New Year's Eve party and New Year's Day Brunch.

The following events are scheduled for September and October:

- 9/14 -Bookmobile & Market
- 9/14 – New Resident Social
- 9/14 - Hump Day Karaoke
- 9/21 - UF/IFAS Growing Cool Season Vegetables
- 9/25 - Sunday Funday w/ George Morris
- 9/28 - Bookmobile & Market
- 9/29 - Oktoberfest
- 10/3 - Classical Music Appreciation
- 10/9 - Sunday Funday w/ Randy Sullins
- 10/11 - DIY Rustic Pumpkins Project
- 10/12 - Hump Day Karaoke
- 10/12 - Bookmobile & Market
- 10/13 - All Saint's Free Dance Performance
- 10/14 - Party in Pink
- 10/18 - Caregivers Support Group
- 10/19 - UF/IFAS Presentation
- 10/20 - Tea for Tatas
- 10/23 - Sunday Funday w/ Carlos & Co
- 10/26 - Bookmobile & Market



LAKE ASHTON PRESENTS

THE 2023 ENTERTAINMENT SERIES

2023

DON'T MISS THIS REUNION TOUR CELEBRATING 20 YEARS OF LAKE ASHTON'S ENTERTAINMENT SERIES!

SHOWTIMES: 5 AND 8 PM

CLUBHOUSE BALLROOM

4141 Ashton Club Drive
Lake Wales, FL 33859
863-324-6032

JAN. 27 THE BRONX WANDERERS

Made up of a father, his two sons, and their three high school classmates, their show consists of a diverse mix of hilarious personal stories, a vast repertoire of songs from multiple decades and genres, and one family's journey together through life and music.

FEB. 3 STEVE SOLOMON

Steve has taken the art of impersonation and honed it into a science. He masterfully weaves different dialects and crazy characters into stories that take on a life of their own. His show "My Mother's Italian, My Father's Jewish and I'm In Therapy" has met with rave reviews and great audience acclaim.

FEB. 17 SHAKA BABY SHAKA

In America's hottest retro concert attraction, Lance Lipinsky, who portrayed Jerry Lee Lewis in the Tony Award-winning musical Million Dollar Quartet, performs Great Balls of Fire and other infectious hits from the exciting genre of early rock 'n' roll. He is joined by his Chicago based show band The Lovers.

The 2023 Entertainment Series information was sent out as an insert in the September edition of the *LA Times*.

Season ticket renewals start on October 3. This year's series is a reunion tour celebrating 20 years of Entertainment Series at Lake Ashton. The performers in this series include some of the greatest that have been on the Lake Ashton stage over the past 20 years. Family Elder Law is the exclusive sponsor for this year's series

SEASON TICKET PRICES:

5 pm Regular: \$125
5 pm Premium: \$150
8 pm Regular: \$150
8 pm Premium: \$175

Current Season Ticket Renewals: October 3 – 28
Upgrade/Exchange Period for Current Season Ticket Holders: November 1 – 4
New Season Ticket Sales: November 14 – December 22

SEASON TICKETS ARE SOLD ONLY TO LAKE ASHTON RESIDENTS. LIMIT ONE TICKET PER RESIDENT. HAVE LAKE ASHTON PHOTO IDENTIFICATION ON HAND TO PURCHASE WITH. MAJOR CREDIT CARDS OR CHECKS ONLY. TICKETS CAN ONLY BE EXCHANGED FOR CASH AT THE ASHTON CLUB DRIVE. TICKETS CAN ONLY BE EXCHANGED BY THE NAMED SEASON TICKET HOLDER.

FEB. 24

This all-new fall-down funny, satirical roast of over 30 Broadway hits features outrageous costumes, silly spoofs of the songs you know by heart and madcap impressions by a stellar cast! Shows include *Hamilton*, *Dear Evan Hansen*, *Moulin Rouge*, *Phantom of the Opera*, *Wicked*, and *Frozen*.

FEB. 24

Gary Puckett and the Union Gap had 6 consecutive gold records and sold more records in 1968 than any other recording act... Including *The Beatles*. Hit songs include *Wonder Woman*, *Young Girl*, *Lady Willpower*, *Over You*, *Don't Give Into Him*, *The Girl is a Woman Now*, and *Home*.

MAR. 9

Las Vegas' number one impersonators, Anthony & Eddie Edwards, use state of the art make-up to look and sound like the superstars of today and yesterday: Sonny & Cher, Billy Joel, Elton John, Neil Diamond, Stevie Wonder, Ray Charles, Bette Midler, Olivia Newton-John, Celine Dion, Barbara Streisand, Andrea Bocelli, Frankie Valli, Tom Jones, and more.

MAR. 31

LAKE ASHTON'S 2023 ENTERTAINMENT SERIES SPONSOR:

Services Offered:
Asset Protection • Crisis Medicaid Planning • Proactive Estate Planning • Probate & Trust Administration • Special Needs Planning • VA Benefits Planning

Family Elder Law
A Firm Helping Seniors

www.FamilyElderLaw.com
Lake Wales (863) 676-8432
Sebring (863) 658-3506
Lakeland (863) 808-1740

- Flu Shots are scheduled for September 26 and October 24
- Food Trucks are now on site weekly. A schedule of food trucks is posted on the Clubhouse Information Wall and is sent out via email blast.

Restaurant Update:

- A version of the RFP for Restaurant Services based on feedback from the August 29 BOS Workshop will be included in the agenda packet for Supervisor consideration.
- Staff is in the process of researching publication deadlines and pricing for trade journals. Listed below are the publications that were recommended by the Restaurant Focus Group:
 - Restaurant News
 - Modern Restaurant Management
 - Entrepreneur Magazine
 - Orlando Business Journal
 - National Restaurant News
 - Restaurant Startup and Growth
 - FSR Magazine
 - RestaurantOwner.com
- In addition to the trade journals listed above, the Focus Group and Staff recommend sending the RFP to the Florida Restaurant & Lodging Association, Central Florida Chapter, local industry vendors (i.e. Sysco, US Foods), post on social media outlets

(Facebook, NextDoor, TikTok), and sending to local Chambers of Commerce (Lake Wales, Winter Haven, Lakeland, Haines City, Orlando, Tampa).

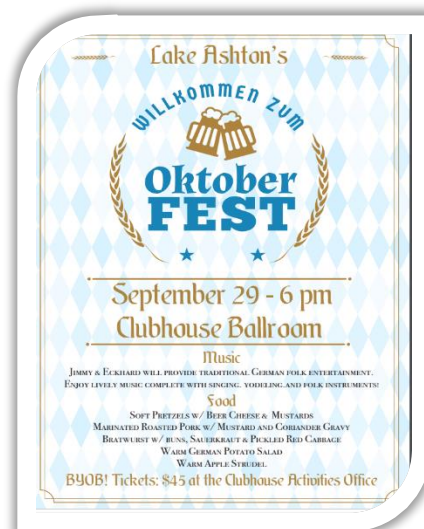
- A list of parties that have shown interest in receiving an RFP has been started. The list will be updated to include all businesses, publications, and individuals that receive the RFP once it is sent out.
- A final invoice for June 2022 Restaurant operations has been received and all charges are continuing to be reconciled.
- Hood cleaning has been completed.
- Deep cleaning of the Restaurant Kitchen and Dining Room is being scheduled.
- All refrigeration equipment in the Restaurant has been turned off and doors have been propped open.
- The POS equipment has been removed and is being stored in the Media Center closet.
- The Restaurant Patio is scheduled to be pressure washed the week of 9/26.
- Staff was asked to gather costs of regulatory services for the Restaurant. They are as follows:
 - Pest Control (monthly) - \$190 (\$1,320 per year)
 - Fire Extinguisher Inspections (Semi-Annual) - \$50 (\$100 per year)
 - Fire Suppression Inspections (Semi-Annual) - \$233.95 (\$467.90 per year)
 - Hood Cleaning (Semi Annual) - \$395 (\$790 per year)
 - Grease Collection (Semi Annual) - \$345 (\$690 per year)
 - Property Taxes (Yearly) - Approximately \$13,500
- The Restaurant re-design project is now complete. Thank you to all of the volunteers that have helped with this project.

Newsletter:



The September Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on September 1. This issue featured a cover highlighting Jack Davenport turning 100. The back cover was advertised the Oktoberfest on September 29. Also included in this edition of the *LA Times* was an insert outlining frequently asked questions regarding aquatic plant and water management. An insert advertising the 2023 Entertainment Series was

also included. The October *LA Times* newsletter will be distributed on **Friday, September 30**.



Monday Coffee:

The following featured speakers are scheduled for upcoming Monday Coffee Meetings.

- September 26: Medicare Fraud Prevention
- October 10: Applied Aquatics Presents Frequently Asked Questions
- October 24: Winter Haven Optimist Group
- October 31: Lake Wales Chamber of Commerce and EDC
- November 7: Polk Senior Games
- November 14: Small World Bus Tours Presents Trips for January – July 2023

Cost Savings Analysis:

- Research is being done to evaluate all areas of spending at the Clubhouse.
- Contact was made with all utility companies to determine any cost savings.
 - Republic Services
 - Waste collection was changed from pickups twice a week to once a week pickup.
 - Recycling service was changed to once-a-month pickup and the container refresh charge of \$9 per month was removed.
 - An inquiry was made to determine what needed to be done to cancel recycling service. Our account manager informed me that we would need to pay 6 months of service as a cancellation fee.
 - The Account Manager confirmed they do recycle all items that are picked up.
 - City of Lake Wales was called to evaluate all meters for functionality.
 - It was determined we had one manual meter that they will be converting to a electronic meter so usage can be evaluated more regularly.
 - I have been monitoring one account that had a spike in usage over the past couple of months. We have traced it back to a possible faulty autofill switch on the main entrance fountain. Repairs are being made and a leak adjustment will be submitted and a credit will be issued.
 - It was also determined that a irrigation timer reset itself and began daily watering at the Palms entrance due to a power blip. The timer was reset and a note will be sent to the City of Lake Wales so an adjustment can be made and a credit will be issued.
 - A meter that services an area bordering Thompson Nursery Road that spans Aberdeen Lane and Turnberry Lane is currently turned off due to faulty irrigation in that area. This irrigation services the creeping fig on the columns in that area in addition to the bottle brush and wax myrtle hedges along Aberdeen Lane. It costs the District approximately \$70 per month to keep this meter active. Staff

presented a quote several months ago to repair the irrigation and it was tabled by the Board. Staff would like direction to move forward with irrigation repairs or deactivate the account and this area will become unirrigated.

- TECO was contacted to conduct a sales tax audit and to evaluate contracted amounts.
 - It was determined that the District will receive a credit for \$18,765.20 for sales tax that has been inadvertently charged. They assured me that our account is once again set up as tax exempt and will remain so through October 31, 2025. A reminder has been set to contact TECO at that time to ensure the new tax-exempt certificate is on file.
 - It was also discovered that we were being charged for brackets that we no longer have since switching over to single light fixtures. TECO is investigating these charges as well.
 - I also inquired as to the possibility to renegotiate the prices being charged for the light poles and fixtures and was informed the pricing could not be adjusted as it is tied to tariffs that are set in place and could not be changed.
- Staff researched the installation of Wi-Fi enabled thermostats
 - A Honeywell thermostat was recommended and it was priced at \$115-\$395 per thermostat. Staff is reaching out to Miller's Central Air to see if another thermostat can be installed that is wi-fi enabled and programmable for a price around \$100-\$120 each. On the Honeywell website it was recommended that these thermostats be installed by a licensed HVAC installer to maintain the warranty.
 - Until thermostats are replaced, all thermostats that are currently installed that are able to be programmed have been set to turn to 79 degrees at 10 pm and 75 at 6 am. All others will be manually changed by staff during opening of the Clubhouse and by security during closing of the Clubhouse.
- Staff has researched pricing for cups that are put out for resident use near the Fitness Center. Staff has found an alternative that will cut the cost of cups in half moving forward for the same size cup.
- Door weather stripping and sweeps have been repaired or replaced on multiple doors to ensure a tighter seal when closed.
- Duct work has been repaired in the attic.
- Two residents have been trained to help at the Bowling Lanes with minor service calls and lane monitoring to help alleviate the need to call the tech during non-staffing hours.
- Staff is in the process of price comparing all items purchased on a regular basis to see if any savings can be realized by purchasing some items in larger quantities.

Other Information:

- A quote for the refurbishment of the median landscape on Lake Ashton Blvd will be presented by the Operations Manager.
- Maintenance contracts are included in the agenda for renewal consideration. A spreadsheet outlining changes from the previous fiscal year is included in the agenda packet.
- A renewal room rental agreement for Bingo in the Clubhouse Ballroom is included for Supervisors consideration.
- R&S was contacted to conduct fencing repairs along Olsen Road and they are working to get us on the schedule.
- Blasts letting residents know to use caution on Dunmore and Ashton Club Drive during road construction during the week of 9/12/22 were sent out on Sunday and Monday. Repairs are being completed on the pavement depressions in front of the storm inlets near the following addresses:
 - 4045 Dunmore Drive
 - 4049 Dunmore Drive
 - 4077 Dunmore Drive
 - 4076 Ashton Club Drive

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Project Manager	Current Status	Status Updated
Clubhouse and Other Grounds Projects							
Replacement of Pool Cooling/Heating Unit	NTE \$6,300		8/15/2022		Matt	One unit was approved for replacement. Staff is working with the vendor on order placement and schedule for installation	9/12/2022
Olsen Road Fence Repairs	NTE \$4,500		8/15/2022		Christine and Matt	Vendor was contacted and staff is awaiting scheduling confirmation.	9/12/2022
Pavement Management/Stormwater Management/Bridges/Pathways							
Dunmore Drive Pavement Repairs	NTE \$28,000		8/15/2022	Scheduled to be Completed on 9/16/22	District Engineer	Scheduled to begin on 9/13/22 and be completed on 9/16/22.	9/12/2022
Completed Projects							
Enclose Activities Desk Area	NTE \$28,000	\$27,987.00	4/18/2022	Completed 8/26/22	Christine and Matt	Completed on 8/26/22	9/12/2022
Restaurant Redesign Project	NTE \$9,190	\$9,187.39	10/18/2021	Completed on September 12	Christine and Resident Volunteers	Side lights were purchased and installed. Completed on 9/12/22	9/12/2022
Berwick/Ashton Club Drive Pavement Project	NTE \$120,000	\$107,205.09	6/20/2022	Completed on 9/9/22	District Engineer	Completed on 9/9/22. Final payment is pending the company cleaning the pavers at the entrance to the community and final evaluation of the project. .	9/12/2022
Depression on Ashton Palms Drive - Near MacArthur Palms	City of LW			Completed on August 12	District Engineer and City of LW	Completed on 8/12/22	9/12/2022
Projects on Hold or Being Monitored							
Cooking Oil Container Pad					District Engineer	Design is complete and bids are being requested.	4/11/2022
Install carp in the GC7 pond near the restroom between holes 9 and 10 on the East Golf Course.	NTE \$1200		2/28/2022	Oct-22	Matt	The Grass Carp will not be received from the vendor that Applied Aquatics uses until October 2022.	7/11/2022
LAVA Wall of Honor	\$0.00		12/21/2020		LAVA	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
Paver Pathway on Lake Ashton Blvd					District Engineer	Golf Course Maintenance informed the Engineer that there are not any irrigation lines located in this area. Staff installed concrete fines under the pavers and they have not sunken since this was installed.	5/9/2022

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Project Manager	Current Status	Status Updated
Replacement of Restaurant Patio Awning	\$7,999.00		11/15/2021		Christine	Staff is meeting with Parker's Custom Canvas the week of 3/14/22 to evaluate the structure for further recommendations on this project. Staff was instructed to table this project at the March 2022 BOS meeting	4/11/2022
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 D



Lake Ashton Community Development District

Operations Manager Report

DATE: September 19, 2022

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – September 19, 2022

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

Aquatic Maintenance

Update: The Bacopa in Pond E9 (located between Muirfield Loop and Gullane Dr.) and E10 (located between Gullane Dr. and Dornoch Dr.) was treated. Below is a before and after picture of E10.

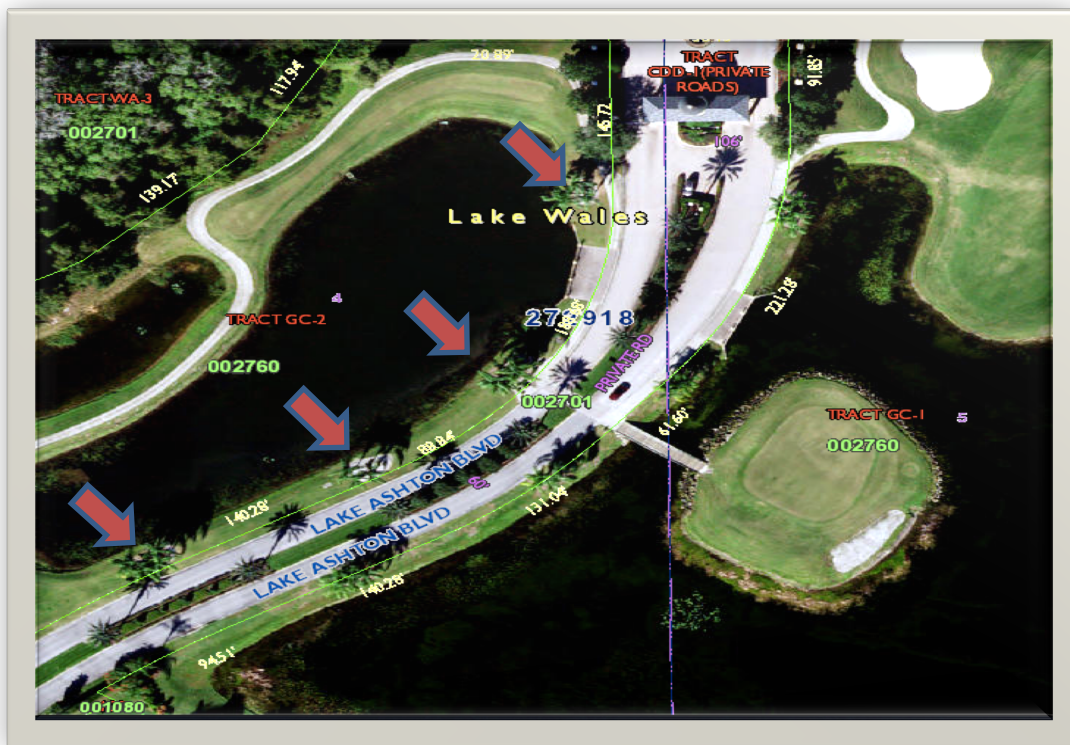


Pond E8 continues to improve. This pond is located behind Aberdeen Ln. Below is a picture from last month to the present.



Landscaping Updates

The area previously maintained by the Golf Course staff is no longer being maintained. Yellowstone is providing a quote to provide services.



Two Oak Trees were installed at the Pet Play Park.



Facility Maintenance and Field Services Updates

Staff repaired drywall and damaged baseboard.



Staff continues to pressure wash the areas of the Clubhouse that become infested with dead bugs.

Tom's Upholstery replaced 5 Pool lounge slings and completed 2 other sewing repairs.

Staff pressure washed the northern ledge on the Pool deck that was covered with algae.

Spectrum replaced the damaged cable box in the Fitness Center. Along with the damaged cable box, 2 of the smaller televisions were damaged as well. The cause of the damages are from a surge during a lightning storm.

Maintenance Project Forecaster

Staff plans to pressure wash the Restaurant patio area. Projected start date is the week of September 19th.

Staff plans to touch up paint furniture around the Pool. Projected start date is the week of October 3rd.

Staff plans to pressure wash the Gate House. Projected start date is the week of Oct 10th.

SECTION 1

SECTION (a)



Proposal #245595

Date: 09/12/2022

From: Dana Bryant

Proposal For

Lake Ashton CDD

c/o GMS-CF, LLC
135 W Central Blvd, Suite 320
Attn: Alan Scheerer
Orlando, FL 32801

main:
mobile:

Location

4141 Ashton Club Dr
Lake Wales, FL 33859

Property Name: Lake Ashton CDD

BLVD Island Renovation 2022 w Magnolia Removals

Terms: Net 30

- Remove Magnolia Trees and stump Grind
- Install Japanese Blueberry
- Remove the Holly Bushes and the Loropetelum replace with Dwarf Ixora
- Install Plumbago between the Japanese Blueberry
- Install a 18" Collar of Spanish Beach Stone
- Install on the interior of the Island

DESCRIPTION	QUANTITY	AMOUNT
General Labor	60.00	\$3,000.00
Dwarf Ixora, 3 GAL (UPDATE COST)	100.00	\$1,800.00
Plumbago, 3 GAL	5.00	\$90.00
Equipment	4.00	\$342.85
Mulch	50.00	\$428.57
Rock	3.00	\$1,714.26
Irrigation Labor	3.00	\$188.57
Japanese Blueberry, 25 Gal	5.00	\$2,000.00
Tree Removal (Sub)	5.00	\$1,369.90

Client Notes

Signature

X

SUBTOTAL	\$10,934.15
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SALES TAX	\$0.00
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TOTAL	\$10,934.15
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Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant

Office:

danabryant@yellowstonelandscape.com

SECTION (b)



Proposal #245572

Date: 09/12/2022

From: Dana Bryant

Proposal For

Lake Ashton CDD

c/o GMS-CF, LLC
135 W Central Blvd, Suite 320
Attn: Alan Scheerer
Orlando, FL 32801

main:
mobile:

Location

4141 Ashton Club Dr
Lake Wales, FL 33859

Property Name: Lake Ashton CDD

BLVD Island Renovation 2022

Terms: Net 30

- In the Islands already containing Japanese Blueberry
- Remove the Holly Bushes and the Loropetelum replace with Dwarf Ixora
- Install Plumbago between the Japanese Blueberry
- Install a 18" Collar of Spanish Beach Stone
- Install on the interior of the Island

DESCRIPTION	QUANTITY	AMOUNT
General Labor	60.00	\$3,000.00
Dwarf Ixora, 3 GAL (UPDATE COST)	100.00	\$1,800.00
Plumbago, 3 GAL	5.00	\$90.00
Equipment	4.00	\$342.85
Mulch (UPDATE COST)	50.00	\$428.57
Rock	3.00	\$1,714.26
Irrigation Labor	3.00	\$188.57

Client Notes

Signature

X

SUBTOTAL	\$7,564.25
----------	------------

SALES TAX	\$0.00
-----------	--------

TOTAL	\$7,564.25
-------	------------

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Dana Bryant

Office:

danabryant@yellowstonelandscape.com

SECTION VIII

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2022

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
<u>ASSETS:</u>				
Cash-Wells Fargo	\$18,631	---	\$3,750	\$22,382
Due from Other Funds	\$24,702	---	---	\$24,702
Investment - State Board	\$165,003	---	---	\$165,003
Investment - State Board Capital Reserve	---	---	\$500,488	\$500,488
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Revenue A	---	\$104,477	---	\$104,477
Prepayment A-1	---	\$72,582	---	\$72,582
Prepayment A-2	---	\$5,346	---	\$5,346
Prepaid Expenses	\$5,062	---	---	\$5,062
TOTAL ASSETS	\$213,398	\$392,531	\$504,238	\$1,110,167
<u>LIABILITIES:</u>				
Accounts Payable	\$33,723	---	\$27,987	\$61,710
Due to Other Funds	---	---	\$24,702	\$24,702
Deposits-Room Rentals	\$3,725	---	---	\$3,725
TOTAL LIABILITIES	\$37,448	\$0	\$52,689	\$90,136
<u>FUND BALANCES:</u>				
Restricted:				
Debt Service	---	\$392,531	---	\$392,531
Assigned:				
Capital Reserve	---	---	\$451,550	\$451,550
Assigned	\$118,295	---	---	\$118,295
Unassigned	\$52,593	---	---	\$52,593
TOTAL FUND BALANCES	\$175,951	\$392,531	\$451,550	\$1,020,031
TOTAL LIABILITIES & FUND BALANCES	\$213,398	\$392,531	\$504,238	\$1,110,167

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/22	ACTUAL THRU 08/31/22	VARIANCE
REVENUES:				
Interest Income	\$1,000	\$917	\$3,272	\$2,356
Capital Reserve-Transfer In FY 22	\$349,813	\$349,813	\$349,813	(\$0)
TOTAL REVENUES	\$350,813	\$350,730	\$353,086	\$2,356
EXPENDITURES:				
Capital Projects:				
Golf Course Reserves	\$25,000	\$22,917	\$31,907	(\$8,990)
Exercise Equipment - Cardio	\$10,000	\$9,167	\$0	\$9,167
Security Golf Carts	\$7,650	\$7,650	\$13,013	(\$5,363)
Enclose Activities Desk	\$26,000	\$23,833	\$27,987	(\$4,154)
Lake Ashton Blvd. Landscape Refurbishment	\$28,250	\$25,896	\$0	\$25,896
Pavement Management	\$90,000	\$82,500	\$7,538	\$74,963
Replace Restaurant Awning	\$38,250	\$35,063	\$0	\$35,063
Restaurant Dining Room Redesign	\$10,000	\$9,167	\$8,973	\$194
Restaurant Kitchen Redesign	\$10,000	\$9,167	\$0	\$9,167
Restaurant Equipment	\$15,000	\$13,750	\$2,390	\$11,360
Stormwater Management	\$25,000	\$22,917	\$20,450	\$2,467
Painting of Column End Caps	\$0	\$0	\$7,895	(\$7,895)
HVAC	\$25,000	\$22,917	\$0	\$22,917
Other Current Charges	\$650	\$596	\$552	\$44
TOTAL EXPENDITURES	\$310,800	\$285,538	\$120,703	\$164,834
Excess (deficiency) of revenues over (under) expenditures	\$40,013	\$65,192	\$232,382	\$167,190
OTHER FINANCING SOURCES/(USES)				
Interfund Transfer In/(Out)-Restaurant (FY22)	(\$110,356)	(\$101,160)	(\$142,830)	(\$41,671)
TOTAL OTHER FINANCING SOURCES/(USES)	(\$110,356)	(\$101,160)	(\$142,830)	(\$41,671)
Net change in fund balance	(\$70,343)	(\$35,967)	\$89,552	\$125,519
FUND BALANCE - Beginning	\$406,391		\$361,998	
FUND BALANCE - Ending	<u>\$336,048</u>		<u>\$451,550</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/22	ACTUAL THRU 08/31/22	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$1,789,053	\$1,789,053	\$1,786,109	(\$2,944)
Rental Income	\$40,000	\$36,667	\$27,575	(\$9,092)
Special Events Revenue	\$130,000	\$130,000	\$178,451	\$48,451
Newsletter Ad Revenue	\$80,000	\$73,333	\$84,421	\$11,087
Insurance Proceeds	\$0	\$0	\$1,650	\$1,650
Interest Income	\$1,000	\$917	\$2,696	\$1,779
Miscellaneous Income	\$5,000	\$4,583	\$13,053	\$8,470
TOTAL REVENUES	\$2,045,053	\$2,034,553	\$2,093,955	\$59,402
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$3,667	\$3,050	\$617
FICA Expense	\$306	\$281	\$234	\$47
Engineering	\$60,000	\$55,000	\$35,729	\$19,271
Arbitrage	\$600	\$600	\$600	\$0
Dissemination	\$1,000	\$917	\$917	\$0
Dissemination-Amort Schedules	\$0	\$0	\$600	(\$600)
Attorney	\$30,000	\$27,500	\$31,595	(\$4,095)
Annual Audit	\$3,750	\$3,438	\$0	\$3,438
Trustee Fees	\$4,310	\$4,310	\$4,310	\$0
Management Fees	\$60,236	\$55,217	\$55,216	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Postage	\$2,500	\$2,292	\$2,395	(\$104)
Printing & Binding	\$1,000	\$917	\$136	\$780
Newsletter Printing	\$35,000	\$32,083	\$44,331	(\$12,248)
Rentals & Leases	\$5,500	\$5,042	\$1,871	\$3,171
Insurance	\$48,639	\$48,639	\$50,686	(\$2,047)
Legal Advertising	\$1,500	\$1,375	\$1,543	(\$168)
Other Current Charges	\$1,250	\$1,146	\$1,281	(\$135)
Property Taxes	\$13,500	\$12,375	\$0	\$12,375
Office Supplies	\$125	\$115	\$88	\$27
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$274,391	\$256,003	\$235,674	\$20,329

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/22	ACTUAL THRU 08/31/22	VARIANCE
<u>Field:</u>				
Field Management Services	\$362,786	\$332,554	\$329,037	\$3,516
Gate/Patrol/Pool Officers	\$260,614	\$238,896	\$263,675	(\$24,779)
Pest Control	\$4,690	\$4,299	\$3,890	\$409
Security/Fire Alarm/Gate Repairs	\$7,500	\$6,875	\$5,629	\$1,246
Telephone/Internet	\$13,600	\$12,467	\$12,245	\$222
Electric	\$216,000	\$198,000	\$204,730	(\$6,730)
Water	\$20,000	\$18,333	\$12,250	\$6,084
Gas-Pool	\$20,500	\$18,792	\$25,833	(\$7,042)
Gas-Restaurant	\$15,000	\$13,750	\$10,338	\$3,412
Refuse	\$14,000	\$12,833	\$14,474	(\$1,641)
Repairs & Maintenance-Clubhouse	\$57,600	\$52,800	\$46,858	\$5,942
Repairs & Maintenance-Fitness Center	\$3,000	\$2,750	\$444	\$2,306
Repairs & Maintenance-Restaurant	\$17,400	\$15,950	\$8,203	\$7,747
Repairs & Maintenance-Bowling Lanes	\$17,000	\$15,583	\$16,216	(\$632)
Furniture, Fixtures, Equipment	\$15,000	\$13,750	\$5,465	\$8,285
Repairs & Maintenance-Cart path & Bridges	\$7,000	\$6,417	\$3,250	\$3,167
Repairs & Maintenance-Golf Cart	\$5,400	\$4,950	\$2,680	\$2,271
Repairs & Maintenance-Pool	\$20,000	\$18,333	\$17,814	\$519
Landscape Maintenance	\$194,514	\$178,305	\$181,820	(\$3,516)
Plant Replacement	\$7,000	\$6,417	\$2,531	\$3,886
Irrigation Repairs	\$3,500	\$3,208	\$649	\$2,560
Lake Maintenance	\$46,740	\$42,845	\$42,845	\$0
Wetland Mitigation and Maintenance	\$34,800	\$31,900	\$25,810	\$6,090
Permits/Inspections	\$1,500	\$1,375	\$2,247	(\$872)
Office Supplies/Printing/Binding	\$6,000	\$5,500	\$5,522	(\$22)
Operating Supplies	\$23,000	\$21,083	\$17,071	\$4,012
Credit Card Processing Fees	\$4,000	\$3,667	\$4,398	(\$731)
Dues & Subscriptions	\$9,000	\$8,250	\$7,762	\$488
Decorations	\$2,000	\$1,833	\$0	\$1,833
Special Events	\$130,000	\$117,696	\$117,696	\$0
Traffic Accident Repairs	\$0	\$0	\$1,650	(\$1,650)
TOTAL FIELD	\$1,539,144	\$1,409,411	\$1,393,033	\$16,379
TOTAL EXPENDITURES	\$1,813,535	\$1,665,414	\$1,628,706	\$36,707
Excess (deficiency) of revenues over (under) expenditures	\$231,518	\$369,139	\$465,248	\$96,109
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$349,813)	(\$349,813)	(\$349,813)	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	(\$349,813)	(\$349,813)	(\$349,813)	\$0
Net change in fund balance	(\$118,295)	\$19,326	\$115,435	\$96,109
FUND BALANCE - Beginning	\$118,295		\$60,516	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$175,951</u>	

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

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

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2015

DEBT SERVICE FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended August 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 08/31/22	ACTUAL THRU 08/31/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$458	\$20	(\$438)
Assessments - Levy	\$435,837	\$435,837	\$434,317	(\$1,521)
Assessments - Prepayments A-1	\$0	\$0	\$86,717	\$86,717
TOTAL REVENUES	<u>\$436,337</u>	<u>\$436,296</u>	<u>\$521,054</u>	<u>\$84,758</u>
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$81,625	\$81,625	\$80,375	\$1,250
Interest - 5/01	\$81,625	\$81,625	\$78,875	\$2,750
Principal - 5/01	\$230,000	\$230,000	\$220,000	\$10,000
Special Call - 11/01	\$0	\$0	\$60,000	(\$60,000)
Special Call - 5/01	\$0	\$0	\$35,000	(\$35,000)
<u>Series 2015A-2</u>				
Interest - 11/01	\$12,250	\$12,250	\$12,125	\$125
Interest - 5/01	\$12,250	\$12,250	\$11,875	\$375
Principal - 5/01	\$20,000	\$20,000	\$20,000	\$0
Special Call - 11/01	\$0	\$0	\$10,000	(\$10,000)
TOTAL EXPENDITURES	<u>\$437,750</u>	<u>\$437,750</u>	<u>\$528,250</u>	<u>(\$90,500)</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$1,413)</u>	<u>(\$1,454)</u>	<u>(\$7,196)</u>	<u>(\$5,742)</u>
Net change in fund balance	<u>(\$1,413)</u>	<u>(\$1,454)</u>	<u>(\$7,196)</u>	<u>(\$5,742)</u>
FUND BALANCE - Beginning	\$156,320		\$399,727	
FUND BALANCE - Ending	<u>\$154,908</u>		<u>\$392,531</u>	

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2022**

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$715,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2021		\$3,215,000.00
	November 1, 2021 (Special Call)	(\$60,000.00)
	May 1, 2022 (Mandatory)	(\$220,000.00)
	May 1, 2022 (Special Call)	(\$35,000.00)
Current Bonds Outstanding		\$2,900,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$50,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2021		\$485,000.00
	November 1, 2021 (Special Call)	(\$10,000.00)
	May 1, 2022 (Mandatory)	(\$20,000.00)
Current Bonds Outstanding		\$455,000.00

Total Current Bonds Outstanding		\$3,355,000.00
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2022

Revenues

	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JULY 2021	AUG 2021	SEP 2021	TOTAL
Maintenance Assessments	\$0	\$1,335,842	\$314,768	\$49,984	\$35,336	\$15,321	\$48,837	\$4,468	\$2,621	\$1,034	(\$22,100)	\$0	\$1,786,109
Rental Income	\$500	\$900	\$0	\$7,350	\$1,850	\$4,225	\$3,100	\$5,000	\$1,600	\$800	\$2,250	\$0	\$27,575
Special Events Revenue	\$86,234	\$25,361	\$7,528	\$13,951	\$5,566	\$6,536	\$12,416	\$4,614	\$5,693	\$6,627	\$3,926	\$0	\$178,451
Newsletter Ad Revenue	\$15,031	\$8,726	\$10,085	\$3,996	\$10,721	\$9,213	\$4,546	\$4,086	\$3,979	\$8,410	\$5,630	\$0	\$84,421
Insurance Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650	\$0	\$0	\$1,650
Interest Income	\$1	\$0	\$0	\$43	\$100	\$203	\$270	\$466	\$572	\$593	\$447	\$0	\$2,696
Miscellaneous Income	\$1,397	\$836	\$467	\$1,277	\$1,926	\$1,553	\$1,801	\$1,823	\$874	\$730	\$370	\$0	\$13,053

Total Revenues

\$103,163	\$1,371,664	\$332,848	\$76,601	\$55,499	\$37,050	\$70,969	\$20,457	\$15,338	\$0	(\$9,478)	\$0	\$2,093,955
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ADMINISTRATIVE:

Supervisor Fees	\$450	\$225	\$175	\$175	\$250	\$500	\$175	\$0	\$750	\$175	\$175	\$0	\$3,050
FICA Expense	\$34	\$17	\$13	\$13	\$19	\$38	\$13	\$0	\$57	\$13	\$13	\$0	\$234
Engineering	\$1,994	\$2,847	\$1,314	\$6,880	\$3,761	\$4,058	\$5,125	\$3,529	\$3,172	\$3,047	\$0	\$0	\$35,729
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$600
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Dissemination-Amort Schedules	\$350	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$600
Attorney	\$3,567	\$2,688	\$399	\$2,108	\$2,867	\$3,416	\$2,750	\$4,865	\$6,129	\$2,806	\$0	\$0	\$31,595
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310	\$0	\$0	\$0	\$4,310
Management Fees	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$5,020	\$0	\$55,216
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Postage	\$75	\$324	\$214	\$366	\$186	\$100	\$228	\$238	\$242	\$258	\$164	\$0	\$2,395
Printing & Binding	\$10	\$20	\$12	\$23	\$9	\$0	\$35	\$0	\$11	\$16	\$0	\$0	\$136
Newsletter Printing	\$3,903	\$4,035	\$4,459	\$4,459	\$4,092	\$3,873	\$4,647	\$4,085	\$4,024	\$3,444	\$3,310	\$0	\$44,331
Rentals & Leases	\$163	\$163	\$163	\$246	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$0	\$1,871
Insurance	\$50,686	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,686
Legal Advertising	\$394	\$0	\$0	\$0	\$90	\$67	\$0	\$187	\$0	\$805	\$0	\$0	\$1,543
Other Current Charges	\$137	\$252	\$100	\$48	\$34	\$112	\$118	\$123	\$144	\$112	\$103	\$0	\$1,281
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$3	\$3	\$3	\$70	\$3	\$0	\$3	\$0	\$3	\$3	\$0	\$0	\$88
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

Total Administrative

\$67,127	\$15,759	\$12,038	\$19,575	\$16,658	\$17,514	\$18,692	\$18,977	\$24,191	\$16,029	\$9,115	\$0	\$235,674
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2022

OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JULY 2021	AUG 2021	SEP 2021	TOTAL
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Field:

Field Management Services	\$32,536	\$28,149	\$28,277	\$28,354	\$28,617	\$28,585	\$41,331	\$28,362	\$28,483	\$28,700	\$27,643	\$0	\$329,037
Gate/Patrol/Pool Officers	\$18,292	\$18,205	\$27,104	\$25,480	\$24,497	\$23,453	\$24,832	\$26,132	\$25,103	\$25,451	\$25,126	\$0	\$263,675
Pest Control	\$305	\$450	\$305	\$305	\$305	\$305	\$405	\$450	\$305	\$305	\$450	\$0	\$3,890
Security/Fire Alarm/Gate Repairs	\$0	\$940	\$530	\$0	\$375	\$2,110	\$920	\$382	\$0	\$0	\$373	\$0	\$5,629
Telephone/Internet	\$1,093	\$1,090	\$1,090	\$1,093	\$1,093	\$1,131	\$1,131	\$1,129	\$1,129	\$1,129	\$1,137	\$0	\$12,245
Electric	\$17,409	\$17,180	\$17,947	\$19,174	\$18,945	\$19,139	\$19,851	\$20,143	\$20,208	\$20,124	\$14,610	\$0	\$204,730
Water	\$941	\$1,115	\$1,137	\$1,271	\$1,157	\$634	\$1,132	\$1,286	\$1,418	\$1,151	\$1,008	\$0	\$12,250
Gas-Pool	\$1,862	\$4,190	\$2,852	\$5,274	\$3,668	\$1,184	\$3,106	\$3,004	\$246	\$448	\$0	\$0	\$25,833
Gas-Restaurant	\$2,283	\$1,578	\$930	\$1,364	\$772	\$718	\$699	\$1,114	\$403	\$476	\$0	\$0	\$10,338
Refuse	\$1,213	\$1,275	\$2,517	\$864	\$870	\$1,148	\$1,353	\$1,353	\$1,294	\$1,294	\$1,294	\$0	\$14,474
Repairs & Maintenance-Clubhouse	\$1,318	\$9,642	\$2,511	\$2,154	\$5,853	\$2,071	\$2,407	\$7,111	\$4,572	\$8,487	\$730	\$0	\$46,858
Repairs & Maintenance-Fitness Center	\$0	\$0	\$0	\$236	\$185	\$0	\$23	\$0	\$0	\$0	\$0	\$0	\$444
Repairs & Maintenance-Restaurant	\$1,816	\$2,463	\$1,295	\$523	\$604	\$378	\$275	\$332	\$0	\$0	\$518	\$0	\$8,203
Repairs & Maintenance-Bowling Lanes	\$0	\$3,098	\$2,791	\$1,111	\$1,278	\$1,356	\$954	\$1,286	\$1,374	\$998	\$1,971	\$0	\$16,216
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$300	\$0	\$0	\$707	\$0	\$2,319	\$920	\$1,220	\$0	\$5,465
Repairs & Maintenance-Cart path & Bridges	\$3,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250
Repairs & Maintenance-Golf Cart	\$190	\$300	\$300	\$150	\$423	\$173	\$173	\$455	\$173	\$173	\$173	\$0	\$2,680
Repairs & Maintenance-Pool	\$1,161	\$1,150	\$1,275	\$1,313	\$1,393	\$1,852	\$2,008	\$1,313	\$1,313	\$3,723	\$1,313	\$0	\$17,814
Landscape Maintenance	\$15,442	\$15,442	\$15,442	\$22,025	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$16,210	\$0	\$181,820
Plant Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$406	\$0	\$2,125	\$0	\$0	\$0	\$2,531
Irrigation Repairs	\$0	\$649	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649
Lake Maintenance	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$3,895	\$0	\$42,845
Wetland Mitigation and Maintenance	\$7,300	\$0	\$11,210	\$0	\$0	\$7,300	\$0	\$0	\$0	\$0	\$0	\$0	\$25,810
Permits/Inspections	\$0	\$0	\$580	\$0	\$234	\$0	\$600	\$420	\$413	\$0	\$0	\$0	\$2,247
Office Supplies/Printing/Binding	\$271	\$155	\$1,135	\$367	\$84	\$1,319	\$213	\$299	\$1,335	\$161	\$185	\$0	\$5,522
Operating Supplies	\$2,929	\$2,286	\$1,841	\$1,195	\$2,113	\$2,401	\$1,926	\$1,150	\$600	\$281	\$350	\$0	\$17,071
Credit Card Processing Fees	\$190	\$1,565	\$508	\$336	\$301	\$128	\$290	\$307	\$178	\$243	\$352	\$0	\$4,398
Dues & Subscriptions	\$165	\$150	\$43	\$1,412	\$175	\$626	\$210	\$636	\$4,315	\$30	\$0	\$0	\$7,762
Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$20,234	\$3,033	\$7,036	\$21,516	\$24,148	\$10,551	\$5,921	\$11,627	\$3,472	\$6,945	\$3,214	\$0	\$117,696
Traffic Accident Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650	\$0	\$0	\$0	\$1,650
TOTAL FIELD	\$134,095	\$117,999	\$132,550	\$139,713	\$137,191	\$126,666	\$130,978	\$128,395	\$122,531	\$121,142	\$101,772	\$0	\$1,393,033

OTHER FINANCING SOURCES/(USES)

Capital Reserve-Transfer Out	\$0	\$0	\$0	(\$349,813)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$349,813)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$0	(\$349,813)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$349,813)
Excess Revenues (Expenditures)	(\$98,059)	\$1,237,906	\$188,260	(\$432,500)	(\$98,350)	(\$107,130)	(\$78,701)	(\$126,916)	(\$131,384)	(\$137,171)	(\$120,364)	\$0	\$115,435

LAKE ASHTON
STATEMENT OF NET POSITION
PROPRIETARY FUND
August 31, 2022

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND RESTAURANT
<u>ASSETS</u>	
CURRENT ASSETS	
ACCOUNTS RECEIVABLE	---
INVENTORY	\$27,121
EQUIPMENT	\$24,363
PREPAID EXPENSE	---
TOTAL ASSETS	<u>\$51,485</u>
<u>LIABILITIES</u>	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$0
DUE TO GENERAL FUND	\$0
TOTAL LIABILITIES	<u>\$0</u>
<u>NET POSITION</u>	
UNRESTRICTED	<u>\$51,485</u>
TOTAL NET POSITION	<u>\$51,485</u>

LAKE ASHTON CDD
RESTAURANT OPERATIONS - FY 2022

	ADOPTED BUDGET	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	TOTAL
SALES CREDIT														
RETAIL SALES	\$ 865,535	\$ 44,681	\$ 46,555	\$ 48,849	\$ 41,168	\$ 65,134	\$ 90,084	\$ 62,436	\$ 32,815	\$ -	\$ -	\$ -	\$ -	\$ 431,722
CATERING-INSIDE	\$ 118,400	\$ 4,486	\$ 250	\$ 9,446	\$ 12,444	\$ 16,099	\$ 2,860	\$ 1,418	\$ 8,832	\$ -	\$ -	\$ -	\$ -	\$ 55,834
CATERING-OUTSIDE	\$ -	\$ 1,290	\$ 6,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,825
OTHER CATERING SALES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRIBUTION (METZ)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 983,935	\$ 50,457	\$ 53,341	\$ 58,295	\$ 53,612	\$ 81,232	\$ 92,944	\$ 63,853	\$ 41,647	\$ -	\$ -	\$ -	\$ -	\$ 495,382
PURCHASES:														
DRY GROCERY	\$ 369,580	\$ 2,270	\$ 2,492	\$ (7,375)	\$ 3,290	\$ 1,778	\$ 5,542	\$ 790	\$ 1,335	\$ -	\$ -	\$ -	\$ -	\$ 10,122
BAKERY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176	\$ 73	\$ 245	\$ -	\$ -	\$ -	\$ -	\$ 493
DAIRY	\$ -	\$ 1,069	\$ 1,282	\$ 1,585	\$ 1,480	\$ 1,966	\$ 2,048	\$ 1,162	\$ 885	\$ -	\$ -	\$ -	\$ -	\$ 11,478
PRODUCE	\$ -	\$ 1,406	\$ 1,834	\$ 1,891	\$ 2,091	\$ 1,879	\$ 3,528	\$ 2,603	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 17,231
GROCERY-REFRIGERATED/FROZEN	\$ -	\$ 2,598	\$ 3,401	\$ 4,582	\$ 2,658	\$ 3,174	\$ 6,343	\$ 5,638	\$ 1,031	\$ -	\$ -	\$ -	\$ -	\$ 29,425
MEAT-PORK/BEEF	\$ -	\$ 4,068	\$ 3,666	\$ 5,952	\$ 4,600	\$ 4,120	\$ 5,294	\$ 2,104	\$ 1,735	\$ -	\$ -	\$ -	\$ -	\$ 31,540
POULTRY	\$ -	\$ 1,366	\$ 2,194	\$ 1,741	\$ 994	\$ 2,297	\$ 2,274	\$ 1,485	\$ 849	\$ -	\$ -	\$ -	\$ -	\$ 13,199
SEAFOOD	\$ -	\$ 1,298	\$ 1,664	\$ 1,636	\$ 1,241	\$ 1,808	\$ 4,291	\$ 1,111	\$ 1,623	\$ -	\$ -	\$ -	\$ -	\$ 14,671
BEVERAGES	\$ -	\$ 1,667	\$ 581	\$ 3,472	\$ 2,280	\$ 9,733	\$ 4,110	\$ 1,083	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ 24,411
MISC. COST	\$ -	\$ 2,147	\$ 3,488	\$ 2,826	\$ 2,188	\$ (3,315)	\$ 4,302	\$ 1,293	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ 15,554
TOTAL	\$ 369,580	\$ 17,888	\$ 20,602	\$ 16,311	\$ 20,823	\$ 23,440	\$ 37,907	\$ 17,342	\$ 13,811	\$ -	\$ -	\$ -	\$ -	\$ 168,124
OTHER OPERATING EXPENSES														
TELEPHONE/UTILITIES	\$ 94,229	\$ 65	\$ (48)	\$ 65	\$ -	\$ 186	\$ 90	\$ 90	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ 538
MENUS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAUNDRY	\$ -	\$ -	\$ 83	\$ 676	\$ 757	\$ 397	\$ 708	\$ 532	\$ 489	\$ -	\$ -	\$ -	\$ -	\$ 3,642
OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ 182	\$ 437	\$ 1,130	\$ (107)	\$ 161	\$ -	\$ -	\$ -	\$ -	\$ 1,802
UNIFORMS	\$ -	\$ 81	\$ -	\$ -	\$ -	\$ -	\$ 237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318
EQUIPMENT/SUPPLIES	\$ -	\$ 160	\$ (14)	\$ 203	\$ 95	\$ 2,954	\$ (1,831)	\$ 195	\$ 327	\$ -	\$ -	\$ -	\$ -	\$ 2,088
JANITORIAL/HAZARDOUS	\$ -	\$ 489	\$ 437	\$ 731	\$ 606	\$ 803	\$ 1,378	\$ 540	\$ 419	\$ -	\$ -	\$ -	\$ -	\$ 5,403
DISPOSABLES	\$ -	\$ 1,506	\$ 1,363	\$ 1,524	\$ 1,160	\$ 1,652	\$ 2,214	\$ 1,795	\$ 635	\$ -	\$ -	\$ -	\$ -	\$ 11,849
REPAIRS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AUTO EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SERVICE CONTRACTS	\$ -	\$ 139	\$ 27	\$ 112	\$ 187	\$ 74	\$ 356	\$ 702	\$ 621	\$ -	\$ -	\$ -	\$ -	\$ 2,218
CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -	\$ (900)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (900)
ENTERTAINMENT	\$ -	\$ 1,300	\$ -	\$ 4,400	\$ 900	\$ -	\$ 804	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ 8,504
EQUIPMENT RENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMPLOYEE RECRUITMENT	\$ -	\$ 34	\$ -	\$ -	\$ 50	\$ 90	\$ -	\$ 80	\$ 37	\$ -	\$ -	\$ -	\$ -	\$ 292
MISC. EXPENSE	\$ -	\$ 62	\$ 423	\$ 180	\$ -	\$ 1,064	\$ 216	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,953
POSTAGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DUES/SUBSCRIPTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,487	\$ 992	\$ 496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,975
CREDIT CARD FEES	\$ -	\$ 1,110	\$ 1,587	\$ 1,546	\$ 1,247	\$ 1,912	\$ 2,860	\$ 1,087	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ 12,789
OVER/SHORT	\$ -	\$ (115)	\$ -	\$ 243	\$ 1,490	\$ (12)	\$ (9)	\$ (53)	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ 1,542
REFUSE/PEST CONTROL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MARKETING/ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ 222	\$ 895	\$ 130	\$ 106	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ 1,392
TECHNOLOGY EXPENSE	\$ -	\$ 248	\$ 182	\$ 215	\$ 215	\$ 215	\$ 974	\$ 215	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ 2,481
LICENSES	\$ -	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58
TOTAL	\$ 94,229	\$ 5,136	\$ 4,037	\$ 9,895	\$ 6,212	\$ 14,155	\$ 10,250	\$ 5,686	\$ 5,573	\$ -	\$ -	\$ -	\$ -	\$ 60,945
LABOR:														
MANAGEMENT PAYROLL & BENEFITS	\$ 658,053	\$ 12,850	\$ 12,850	\$ 14,313	\$ 6,350	\$ 13,467	\$ 17,004	\$ 6,595	\$ 6,025	\$ -	\$ -	\$ -	\$ -	\$ 89,453
BASE PAYROLL (HOURLY)	\$ -	\$ 18,938	\$ 18,914	\$ 19,412	\$ 18,593	\$ 26,914	\$ 35,974	\$ 29,982	\$ 18,433	\$ -	\$ -	\$ -	\$ -	\$ 187,160
BASE TAXES/FRINGES	\$ -	\$ 5,303	\$ 5,296	\$ 5,435	\$ 5,206	\$ 7,536	\$ 10,073	\$ 8,395	\$ 5,161	\$ -	\$ -	\$ -	\$ -	\$ 52,405
CONTRACT LABOR (OTHER)	\$ -	\$ -	\$ 1,710	\$ 1,603	\$ 3,841	\$ -	\$ 433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,586
TOTAL	\$ 658,053	\$ 37,091	\$ 38,770	\$ 40,763	\$ 33,989	\$ 47,917	\$ 63,483	\$ 44,971	\$ 29,619	\$ -	\$ -	\$ -	\$ -	\$ 336,604
FEES, INVESTMENTS & ADJUSTMENTS														
MANAGEMENT/ADMINISTRATIVE COSTS	\$ 66,658	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ 5,833	\$ (13,090)	\$ 41,000	\$ -	\$ -	\$ -	\$ 68,743
SERVICE CONTRACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL LIABILITY INSURANCE	\$ -	\$ 409	\$ 429	\$ 451	\$ 415	\$ 566	\$ 728	\$ 458	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ 3,796
DEPRECIATION/AMORTIZATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 66,658	\$ 6,242	\$ 6,263	\$ 6,285	\$ 6,248	\$ 6,400	\$ 6,562	\$ 6,291	\$ (12,750)	\$ 41,000	\$ -	\$ -	\$ -	\$ 72,540
EXCESS REVENUES (EXPENDITURES)	\$ (110,356)	\$ (15,900)	\$ (16,331)	\$ (14,959)	\$ (13,659)	\$ (10,679)	\$ (25,258)	\$ (10,437)	\$ 5,394	\$ (41,000)	\$ -	\$ -	\$ -	\$ (142,830)
OTHER FINANCING SOURCES	\$ 110,356	\$ 15,900	\$ 16,331	\$ 14,959	\$ 13,659	\$ 10,679	\$ 25,258	\$ 10,437	\$ (5,394)	\$ 41,000	\$ -	\$ -	\$ -	\$ 142,830
NET CHANGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCE - BEGINNING														\$ 51,484.56
FUND BALANCE - ENDING														\$ 51,484.56

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

September 19, 2022

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
8/11/22	8251	\$150.00
8/15/22	8252-8265	\$51,704.56
8/22/22	8266-8278	\$91,981.06
8/29/22	8279-8289	\$13,149.73
8/30/22	8290-8293	\$2,450.00
9/1/22	8294-8296	\$5,448.41
9/6/22	8297-8302	\$6,093.18
9/12/22	8303-8310	\$3,545.80
General Fund Total		<hr/> <hr/> \$174,522.74
<u>Capital Projects Fund</u>		
8/29/22	341	\$1,800.00
9/12/22	342	\$27,987.00
Capital Projects Fund Total		<hr/> <hr/> \$29,787.00

AP300R
*** CHECK NOS. 008251-050000

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

RUN 9/12/22

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/11/22	00720	8/04/22 08192022	202208 320-57200-49400	EVENT-08/19/22 KARAOKE	*	150.00	
				WAYNE A. MORSE			150.00 008251
8/15/22	00673	8/02/22 56200458	202208 320-57200-52000	SUPPLIES	*	58.26	
		8/09/22 56200496	202208 320-57200-52000	SUPPLIES	*	58.26	
				ARAMARK			116.52 008252
8/15/22	00695	7/31/22 57949601	202208 320-57200-41000	SVCS-08/22	*	1,086.84	
				CHARTER COMMUNICATIONS			1,086.84 008253
8/15/22	00466	8/01/22 46712	202208 320-57200-51000	GUEST PASS	*	185.00	
		8/01/22 46783	202208 310-51300-42501	08/22 LA TIMES NEWSLETTER	*	3,310.00	
				CUSTOMTRADEPRINTING.COM			3,495.00 008254
8/15/22	00003	7/26/22 78310864	202207 310-51300-42000	DELIVERIES THRU 07/19/22	*	37.24	
		8/02/22 78388594	202207 310-51300-42000	DELIVERIES THRU 07/28/22	*	97.96	
				FEDEX			135.20 008255
8/15/22	00512	8/01/22 2247754	202208 320-57200-41000	SVCS-08/22	*	50.07	
				KINGS III OF AMERICA, INC.			50.07 008256
8/15/22	00429	8/15/22 08152022	202208 300-20700-10200	TXFER OF TAX RECEIPTS	*	10,896.84	
		8/15/22 08152022	202208 300-20700-10200	TXFER OF TAX RECEIPTS	*	1,328.84	
				LAKE ASHTON CDD			12,225.68 008257
8/15/22	00033	8/08/22 4651924	202208 300-20700-10200	ADMIN FEE	*	4,569.71	
		8/08/22 4651924	202208 700-36300-10000	ADMIN FEE	*	4,073.02	
		8/08/22 4651924	202208 700-36300-10001	ADMIN FEE	*	496.69	
		8/08/22 4651924	202208 700-13100-10000	ADMIN FEE	*	4,569.71	
		8/08/22 4651925	202208 300-36300-10100	ADMIN FEE	*	22,100.06	
				MARSHA FAUX PROPERTY APPRAISER			26,669.77 008258
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008251-050000

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

RUN 9/12/22

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/15/22	00361	5/27/22 I20681 SVCS-05/22	202205 320-57200-54500	MILLER'S CENTRAL AIR, INC.	*	874.00	874.00 008259
8/15/22	00538	8/01/22 10096 MAINT-08/22	202208 320-57200-54506	PERFORMAMCE PLUS CARTS	*	172.50	172.50 008260
8/15/22	00631	8/04/22 1916531 SVCS-07/22	202207 310-51300-31100	RAYL ENGINEERING & SURVEYING, LLC	*	3,047.38	3,047.38 008261
8/15/22	00234	7/25/22 16433021 SUPPLIES	202207 320-57200-51000	STAPLES BUSINESS CREDIT	*	146.29	146.29 008262
8/15/22	00664	8/03/22 1561-072 PURCHASES-07/22	202207 320-57200-52000	WELLS FARGO	*	2,134.43	2,134.43 008263
8/15/22	00587	6/13/22 22017 MONITORING-05/22	202205 320-57200-54530	XS BOWLING SERVICE LLC	*	1,285.57	1,285.57 008264
8/15/22	00346	8/02/22 2118152 SEMI-ANNU MAINT	202208 320-57200-54520	4TH ELEMENT FIRE & SAFETY, INC.	*	265.31	265.31 008265
8/22/22	00057	7/31/22 204443 JULY 22 AQUATIC PLANT MGT	202207 320-53800-46800	APPLIED AQUATIC MANAGEMENT, INC.	*	3,895.00	3,895.00 008266
8/22/22	00673	8/16/22 56200541 SUPPLIES	202208 320-57200-52000	ARAMARK	*	58.26	58.26 008267
8/22/22	00678	7/25/22 7550243 NOTICE OF PUBLIC HEARING	202207 310-51300-48000	CA FLORIDA HOLDINGS LLC	*	805.00	805.00 008268
8/22/22	00621	8/15/22 930851 PEST CONTROL SERVICES	202208 320-57200-54501		*	305.00	
		8/15/22 930854 PEST CONTROL SERVICES	202208 320-57200-54501	COUNTRY BOY PEST CONTROL	*	145.00	450.00 008269

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008251-050000

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

RUN 9/12/22

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
8/22/22	00215	8/19/22 445	202208 320-57200-34000		*	27,642.80	
		AUG 22	FACILITY MGMT FEES	GMS-CENTRAL FLORIDA, LLC			27,642.80 008270
8/22/22	00504	8/15/22 102677	202208 320-57200-54520		*	253.10	
		REPLACE	RECEPTABLE-AUDIT.	KINCAID ELECTRICAL SERVICES			253.10 008271
8/22/22	00361	8/03/22 1125615	202208 320-57200-54500		*	165.00	
		2 POLE	CONTACTORS	MILLER'S CENTRAL AIR, INC.			165.00 008272
8/22/22	00665	8/18/22 1828	202208 320-57200-54500		*	55.00	
		COMMERICAL	CLEANING	OCS COMMERICAL CLEANING SVCS INC			55.00 008273
8/22/22	00696	7/31/22 10909015	202207 320-57200-34501		*	25,450.78	
		JULY 22	GUARD SERVICES	SECURITAS SECURITY SERVICES USA, INC			25,450.78 008274
8/22/22	00061	8/12/22 AUGUST-2	202208 320-57200-43000		*	14,610.41	
		SERVICE THRU 08/08/2022		TECO			14,610.41 008275
8/22/22	00721	8/17/22 FCS08172	202208 320-57200-49400		*	14.46	
		EATING FOR BRAIN HEALTH		UF/IFAS EXTENSION, POLK COUNTY			14.46 008276
8/22/22	00587	8/08/22 22018	202206 320-57200-54530		*	1,373.75	
		JUNE 22	PINSETTER MONITOR				
		8/14/22 22022	202207 320-57200-54530		*	997.50	
		JULY 22	PINSETTER MONITOR	XS BOWLING SERVICE LLC			2,371.25 008277
8/22/22	00445	8/01/22 OS405407	202208 320-57200-46200		*	16,210.00	
		AUG 22	LANDSCAPE MAINT.	YELLOWSTONE LANDSCAPE			16,210.00 008278
8/29/22	00673	8/23/22 56200580	202208 320-57200-52000		*	58.26	
		SUPPLIES		ARAMARK			58.26 008279
8/29/22	00695	8/21/22 16744750	202209 320-57200-41000		*	1,112.33	
		SERVICE THRU 09/29/2022		CHARTER COMMUNICATIONS			1,112.33 008280

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 #
8/29/22	00055	8/15/22 20735-08	202208 320-57200-43100	20735-4141 ASHTON CLUB DR	*	742.73	
		8/15/22 20740-08	202208 320-57200-43100	20740-4128 LAKE ASHTON BV	*	176.83	
		8/15/22 22109-08	202208 320-57200-43100	22109-GATE ENTRANCE/IRR	*	68.66	
		8/15/22 37767-08	202208 320-57200-43100	37767-PALMS CDD IRRIG.	*	19.84	
				CITY OF LAKE WALES-UTILITIES DEPT			1,008.06 008281
8/29/22	00003	8/09/22 78461828	202208 310-51300-42000	DELIVERIES THRU 08/09/22	*	37.16	
				FEDEX			37.16 008282
8/29/22	00067	8/09/22 221594	202208 320-57200-34500	EXIT RESIDENT GATE-REPAIR	*	178.00	
				THE HARTLINE ALARM COMPANY, INC.			178.00 008283
8/29/22	00098	7/05/22 1520660	202207 320-57200-54500	REPAIRS & MAINTENANCE	*	469.12	
		7/07/22 9621033	202207 320-57200-54500	REPAIRS & MAINTENANCE	*	300.12	
		7/09/22 7025673	202207 320-57200-54500	REPAIRS & MAINTENANCE	*	65.16	
		7/27/22 9622987	202207 320-57200-54500	REPAIRS & MAINTENANCE	*	72.67	
		8/02/22 3020947	202208 320-57200-54500	REPAIRS & MAINTENANCE	*	71.88	
				HOME DEPOT CREDIT SERVICES			978.95 008284
8/29/22	00164	8/15/22 105353	202207 310-51300-31500	LEGAL FEES THRU 7/31/22	*	2,805.88	
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			2,805.88 008285
8/29/22	00665	8/22/22 1833	202208 320-57200-54500	COMMERICAL CLEANING	*	94.60	
				OCS COMMERICAL CLEANING SVCS INC			94.60 008286
8/29/22	00087	5/03/22 25270	202207 320-57200-54500	SONY BLU-RAY PLAYER	*	199.99	
		7/27/22 25271	202207 320-57200-54500	EPSON PRO CINEMA LS12000	*	5,294.00	
				SOUNDWAVES AUDIO VIDEO INTERIORS			5,493.99 008287
8/29/22	00282	8/24/22 082422	202208 320-57200-52010	RE-UPHOLSTER LOUNGES	*	1,220.00	
				TOM'S UPHOLSTERY			1,220.00 008288
				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 #
8/29/22	00430	8/06/22 50213461	202208 310-51300-42502	COPIER LEASE	*	162.50	
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 008289
8/30/22	00444	8/29/22 09112022	202209 320-57200-49400	SUNDAY FUNDAY-09/11/22	*	250.00	
				RICK ARNOLD			250.00 008290
8/30/22	00560	8/29/22 09292022	202209 320-57200-49400	OKTOBERFEST PARTY-9/29/22	*	1,650.00	
				JIMMY HORZEN ENTERTAINMENT			1,650.00 008291
8/30/22	00723	8/29/22 09252022	202209 320-57200-49400	SUNDAY FUNDAY-09/25/22	*	300.00	
				GEORGE MORRIS			300.00 008292
8/30/22	00671	8/29/22 09092022	202209 320-57200-49400	DISCO PARTY DJ-09/09/22	*	250.00	
				TRAVELING SOUND AND LIGHT			250.00 008293
9/01/22	00003	8/23/22 78607863	202208 310-51300-42000	DELIVERIES THRU 08/23/22	*	59.14	
				FEDEX			59.14 008294
9/01/22	00036	9/01/22 212	202209 310-51300-34000	SEPT 22 MGMT FEES	*	5,019.67	
		9/01/22 212	202209 310-51300-35100	SEPT 22 COMPUTER TIME	*	83.33	
		9/01/22 212	202209 310-51300-31300	SEPT 22 DISSEMINATION	*	83.33	
		9/01/22 212	202209 310-51300-42000	SEPT 22 POSTAGE	*	43.19	
		9/01/22 212	202209 310-51300-42500	SEPT 22 COPIES	*	9.75	
				GMS - SO FLORIDA, LLC			5,239.27 008295
9/01/22	00720	9/14/22 091422	202209 320-57200-49400	KARAOKE DJ 9/14/22	*	150.00	
				WAYNE A. MORSE			150.00 008296
9/06/22	00673	8/30/22 56200624	202208 320-57200-52000	SUPPLIES	*	58.26	
				ARAMARK			58.26 008297
9/06/22	00466	9/02/22 46875	202209 310-51300-42501	SEPT 22 LA TIMES	*	4,262.00	
				CUSTOMTRADEPRINTING.COM			4,262.00 008298

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/06/22	00059	8/07/22 33718 SEPT 22	202209 320-57200-45300 POOL MAINTENANCE	HEARTLAND COMMERCIAL POOL SERVICES	*	1,313.00	1,313.00 008299
9/06/22	00512	9/01/22 2264148 SERVICE THRU 09/30/2022	202209 320-57200-41000	KINGS III OF AMERICA, INC.	*	50.07	50.07 008300
9/06/22	00361	8/23/22 I127043 EMERGENCY PAN SWITCH	202208 320-57200-54500	MILLER'S CENTRAL AIR, INC.	*	164.00	164.00 008301
9/06/22	00665	8/26/22 1839 COMMERCIAL CLEANING	202208 320-57200-54500		*	83.60	
		8/29/22 1845 COMMERCIAL CLEANING	202208 320-57200-54500		*	96.25	
		9/01/22 1875 COMMERCIAL CLEANING	202209 320-57200-54500	OCS COMMERCIAL CLEANING SVCS INC	*	66.00	245.85 008302
9/12/22	00673	9/06/22 56200661 SUPPLIES	202208 320-57200-52000	ARAMARK	*	58.26	58.26 008303
9/12/22	00003	8/30/22 78675842 DELIVERIES THRU 08/30/22	202208 310-51300-42000	FEDEX	*	40.61	40.61 008304
9/12/22	00537	9/02/22 07679 LAKE ASHTON TAP & GRILL	202209 320-57200-54520	FIRE PREVENTION SYSTEMS INC.	*	395.00	395.00 008305
9/12/22	00059	7/12/22 33670 BLACK ALGAE TREATMENT	202207 320-57200-45300	HEARTLAND COMMERCIAL POOL SERVICES	*	400.00	400.00 008306
9/12/22	00361	8/01/22 I25409 CONDENSER #13	202207 320-57200-54500		*	133.25	
		9/07/22 I128002 REMOVED FAULTY COMPRESSOR	202207 320-57200-54500	MILLER'S CENTRAL AIR, INC.	*	324.50	457.75 008307
9/12/22	00665	9/02/22 1877 COMMERCIAL CLEANING	202209 320-57200-54500	OCS COMMERCIAL CLEANING SVCS INC	*	50.60	50.60 008308

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Lake Ashton CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2022

									\$1,917,806.00 .36300.10100	\$414,785.26 2015-1	\$50,581.88 2015-2	\$465,367.14
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Property Appraiser	Net Amount Received	General Fund 100.00%	Debt Svc Fund 89.131%	Debt Svc Fund 10.869%	Debt Total 100%
11/18/21	10/01/21-10/31/21	\$ 1,969.00	\$ -	\$ 78.76	\$ -	\$ 37.80	\$ -	\$ 1,852.44	\$ 1,852.44	\$ -	\$ -	\$ -
11/19/21	11/01/21-11/07/21	\$ 63,008.00	\$ 10,541.24	\$ 2,520.39	\$ 421.65	\$ 1,412.14	\$ -	\$ 69,195.06	\$ 59,351.22	\$ 8,773.89	\$ 1,069.95	\$ 9,843.84
11/24/21	11/01/21-11/07/21	\$ 26,078.89	\$ 6,577.39	\$ 1,369.19	\$ 345.32	\$ 618.84	\$ -	\$ 30,322.93	\$ 24,211.71	\$ 5,446.98	\$ 664.24	\$ 6,111.23
11/30/21	11/08/21-11/14/21	\$ 175,241.00	\$ 32,200.16	\$ 7,009.66	\$ 1,287.96	\$ 3,982.87	\$ -	\$ 195,160.67	\$ 165,026.21	\$ 26,859.07	\$ 3,275.39	\$ 30,134.46
12/14/21	11/15/21-11/23/21	\$ 531,630.00	\$ 119,568.69	\$ 21,265.57	\$ 4,782.63	\$ 12,503.01	\$ -	\$ 612,647.48	\$ 500,302.91	\$ 100,133.57	\$ 12,211.00	\$ 112,344.57
12/17/21	11/24/21-11/30/21	\$ 622,204.00	\$ 168,589.22	\$ 24,888.57	\$ 6,743.38	\$ 15,183.23	\$ -	\$ 743,978.04	\$ 585,097.06	\$ 141,611.82	\$ 17,269.16	\$ 158,880.98
12/31/21	12/01/21-12/15/21	\$ 334,325.09	\$ 84,118.85	\$ 13,086.36	\$ 3,312.40	\$ 8,040.90	\$ -	\$ 394,004.28	\$ 314,767.99	\$ 70,623.90	\$ 8,612.38	\$ 79,236.29
01/18/22	12/16/21-12/31/21	\$ 52,677.46	\$ 13,717.63	\$ 1,658.93	\$ 442.96	\$ 1,285.86	\$ -	\$ 63,007.34	\$ 49,983.76	\$ 11,608.01	\$ 1,415.56	\$ 13,023.58
02/22/22	01/01/22-01/31/22	\$ 36,951.74	\$ 9,743.92	\$ 881.47	\$ 218.33	\$ 911.92	\$ -	\$ 44,683.94	\$ 35,336.42	\$ 8,331.51	\$ 1,016.00	\$ 9,347.52
03/16/22	02/01/22-02/28/22	\$ 16,792.82	\$ 3,275.20	\$ 1,168.46	\$ 32.76	\$ 377.34	\$ -	\$ 18,489.46	\$ 15,320.71	\$ 2,824.34	\$ 344.42	\$ 3,168.76
04/19/22	03/01/22-03/31/22	\$ 49,895.83	\$ 14,709.76	\$ 19.70	\$ 7.66	\$ 1,291.56	\$ -	\$ 63,286.67	\$ 48,836.77	\$ 12,879.30	\$ 1,570.59	\$ 14,449.89
05/20/22	04/01/22-04/30/22	\$ 4,560.69	\$ 1,198.15	\$ -	\$ -	\$ 115.18	\$ -	\$ 5,643.66	\$ 4,468.00	\$ 1,047.87	\$ 127.79	\$ 1,175.66
06/14/22	05/01/22-05/31/22	\$ 2,680.42	\$ 1,042.52	\$ -	\$ -	\$ 74.46	\$ -	\$ 3,648.48	\$ 2,620.50	\$ 916.25	\$ 111.73	\$ 1,027.98
07/01/22	TAX SALE 06/01/22	\$ 527.09	\$ 144.48	\$ -	\$ -	\$ 13.43	\$ -	\$ 658.14	\$ 516.28	\$ 126.44	\$ 15.42	\$ 141.86
07/18/22	06/01/22-06/30/22	\$ 527.91	\$ -	\$ -	\$ -	\$ 10.56	\$ -	\$ 517.35	\$ 517.35	\$ -	\$ -	\$ -
08/08/22	PROP APPR FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,669.77	\$ (26,669.77)	\$ (22,100.06)	\$ (4,073.02)	\$ (496.69)	\$ (4,569.71)
		\$ 1,919,069.94	\$ 465,427.21	\$ 73,947.06	\$ 17,595.05	\$ 45,859.10	\$ 26,669.77	\$ 2,220,426.17	\$ 1,786,109.28	\$ 387,109.94	\$ 47,206.95	\$ 434,316.89
BALANCE REMAINING		(\$1,263.94)	(\$60.07)									

Gross Percent Collected	100.06%
Balance Due	(\$1,324.01)