

*Lake Ashton
Community Development District*

Meeting Agenda

November 28, 2022

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

November 21, 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, November 28, 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 **Wednesday, November 23, 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. Organizational Matters
 - A. Administration of Oaths to Newly Elected Board Members
 - B. Discussion Regarding Sunshine Laws and Electing Compensation
 - C. Consideration of Resolution 2023-02 Electing Officers
5. Consideration of Minutes from the October 17, 2022 Board of Supervisors Meeting
6. Restaurant

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

- A. Presentations From:
 - I. Ann Abraham-Heaton & Jeff Heaton
 - II. Luigi Signore (Marina Ristorante, LLC)
 - III. Nik Minadakis (Charm City)
- 7. New Business
 - A. Discussion Regarding Current Landscaping Services Contract (*requested by Supervisor Van Sickle*)
 - B. Consideration of Fiscal Year 2022 Audit Services Engagement Letter from Berger, Toombs, Elam, Gaines & Frank
- 8. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - D. Operations Manager
 - E. District Manager's Report
- 9. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
- 10. Public Comments
- 11. Supervisor Requests/Supervisor Open Discussion
- 12. Adjournment

SECTION IV

SECTION C

RESOLUTION 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF
THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Lake Ashton Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
_____	is appointed Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.

2. **CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of November 2022.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **October 17, 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
Alan Rayl <i>joined late</i>	District Engineer
Dana Bryant	Yellowstone
Matt Fisher	Operations Manager

The following is a summary of the discussions and actions taken at the October 17, 2022 Lake Ashton Community Development District 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 next item on the agenda is approval of the meeting agenda. Are there any additions or corrections? If not, I'll entertain a motion.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Meeting Agenda, was approved.
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THIRD ORDER OF BUSINESS

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

Mr. Plummer: The next item is public comments.

Ms. Burns: I do not have any forms.

Mr. Plummer: I have one, Brenda VanSickle.

Brenda VanSickle (Resident): My concern is, I know you've got a tight budget, you're trying to cut costs. I'm urging you not to cut it so much that you're ignoring things. The Boulevard is a statement coming into this community. Make sure that when you do whatever it is you're going to decide to do, whether you were going with the original plan or the half-price plan, make sure it's going to be aesthetically pleasing. That is the first thing people see coming into this community, so I'm going to ask you to do it right. Secondly, the rocks on the sides, somebody is going to get hurt. That plastic, which Christine told me it wasn't plastic, but whatever it is that you can see the brown cover that's been out there for months and it looks absolutely horrible. Not only does it look bad, I'm worried about somebody getting hurt. I worry about rocks getting slung by lawn mowers on patches where there's grass. I'm concerned about our landscaping. These plants out here, the topiaries that are always cut so nicely, they've just been let go and that takes oversight. I think part of that reason is we've got a wonderful operations manager that is trying to do everything. I'm glad to see that there's been another employee recently hired because he can only do so much. Now, if we could clone him, his work ethic is fantastic. He can't do it all but I think some of these contractors, if you don't watch them stuff like this happens. The pool, the black algae, someone really needs to stay on top of that. The pool contract, I believe says vacuum as needed. I don't know what they consider as needed. There has been a pile of sand in the spa for weeks and that was after the hurricane, you might expect it for a while. By this time, I would expect it to be cleaned up. A lot of times, you get what you pay for and I would urge you to consider those items. Thank you very much.

Mr. Plummer: Thank you, Brenda. That's the only one I have. Is there any online?

Ms. Burns: If anybody on the Zoom line has a public comment, you can use Zoom's raise hand feature to be called on now. I see none.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the September 19, 2022 Board of Supervisors Meeting

Mr. Plummer: The next item is consideration of the minutes from the September 19, 2022 Board of Supervisors meeting. Those were submitted to you electronically and in your packet. Are there any additions or corrections? Hearing none, I would entertain a motion to accept the minutes

On MOTION by Mr. Howison, seconded by Mr. Realmuto, with all in favor, the Minutes of the September 19, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Restaurant

A. Discussion Regarding Restaurant RFP Review Process *(Requested by Supervisor Howison)*

Mr. Plummer: Next item on the agenda is restaurant discussion regarding the RFP review process. Supervisor Howison?

Mr. Howison: We put this on at the last meeting, just to make certain that we would be aligned as a Board as to how to move forward with the review of the proposals. I think Christine will be updating us as to where things stand, but the RFP went out as scheduled. We've had some interest expressed. We should see responses back on the 10th of November. I think the plan at this point is that Christine would turn those around within the next day and put those into all of our hands for review. We've also asked the focus group to take a look at them and not rank them or make any recommendation regarding which one to choose but to provide comments as to things we should consider when we rank order. So my question to the Board would be, how do we want to proceed from there? If we would like to try and interview the perspective restaurant leases at the November 21st meeting, it means that we would have to move pretty quickly to rank order them. Now, if we only receive three or four proposals, we may want to meet with all of them. But if we were to receive many more than that, I would think that we would want to

narrow it down to a top three or top four. In speaking with Jill, she said that is okay to do that. I'll just open it up to see how you guys would like to proceed.

Mr. Plummer: First thing, you said the 21st meeting, it's actually the 28th, so you have a week longer than you think.

Mr. Howison: Oh, that's even better. That does give us a little bit of time. My thought was that if once we sent those out, each of us could look them over, rank order, those proposals, get our input to Christine, and based on that, we could narrow it down to a top three or top five. Because the presentations are going to take some time and it's going to be in an open meeting, and that would make that meeting on the 28th pretty long if we had more than two or three to listen to. But it's at the pleasure of the Board.

Mr. Realmuto: I think it's hard to say before we see both the number and quality of the proposals that we get in terms of us doing things like ranking them and feeding it back to Christine. That almost sounds a lot like we're stepping on the borders of sunshine law so we welcome advice from our attorney over at management about that.

Ms. Burns: I think the idea would be that the whittling down to who was going to be invited would be delegated to a single supervisor and staff. The Board couldn't make that decision and only invite them outside of the meeting. But if you wanted to delegate the authority to Lloyd working with the restaurant group and Christine. Let's say we get 10 proposals and they invite five. We can do that.

Mr. Plummer: I understand that the reason behind the theory of doing that is just to try to reduce the numbers to what are the good candidates and not sift through proposals of candidates that we most likely would not accept. Is that correct?

Mr. Howison: That's correct and to move the process along. If we wanted to interview the respective restaurant tourists on the 28th, we need to move quickly. If we wanted to wait until the December meeting, then we can take a little more time and probably the process can move differently.

Ms. Landgrebe: Or we could also add a meeting or workshop in regards to the restaurant. Isn't that correct? I just hesitate to not have all supervisor's feedback because someone may see something interesting, intriguing of value to pursue that one supervisor may not see.

Mr. Plummer: If you do a workshop, you can't vote on or make a decision at that. You can only work with information.

Mr. Realmuto: I understand the desire to move things along but I agree with you, Debby. I know in past times this has been done. I haven't been on the Board but I've watched the process from the audience very closely, and quite frankly, my opinion was changed after seeing the presentations. You get a sense when you see someone present in person, what the dynamics might be like for running it. So I wouldn't mind if proposals didn't meet what was requested. It has to be some objective measure. But if they were proposing something that wasn't aligned with what we asked for, then I could see perhaps eliminating those. But anyone who might have a viable proposal I would like to see come before us. We felt before about doing it right rather than doing it fast. So quite frankly, I'd like to go the other direction in terms of selection. I think that anyone who has a viable proposal that met what we asked for in the RFP, should be allowed to present at our November meeting. Frankly, I don't know that I wanted to see us necessarily make a selection. If we're so blessed as to get, say three viable candidates or have the Board narrow it down to three viable candidates that we think might be equally worthy, I would like to get the community's opinion. They're going to be the customers of the restaurant and the ones patronizing it. My opinion, again, is as long as it's viable and we've done our due diligence, I think it comes down to which a choice of taste, what type of restaurant they want or if you know those details let's put it to the community. They're the ones that are going to make it succeed or fail. That's my line of thinking.

Mr. Howison: That's exactly why I wanted to discuss this today. So I think that gives us an answer is that we will interview all viable candidates.

Ms. Landgrebe: I have another question or thought. I agree, we need to do things differently. That's been very loud and clear. Doing things differently, is it possible to even have, once we've interviewed the masses and break it down maybe to the top numbers, could we have them come and actually set up a pop-up dinner or pop-up restaurant as part of the process? I know it's out of the box thinking.

Ms. Carpenter: It would be a bit difficult. Just because we'd have to have contracts with them. They'd have to figure out how to get food and beverage here and we'd have to reimburse them for that cost.

Ms. Landgrebe: No, I'm not saying that. I'm saying just as we have had Carrabba's come in and do a pop-up dinner, X amount of dollars.

Ms. Burns: You'd sell tickets \$15 a person like we do for an event and they would just be the caterer for that event.

Ms. Landgrebe: Exactly. Sure. It's just a thought to do something different. Something to keep on the back of our minds maybe.

Mr. Plummer: What I'm hearing here is the Board wants to see all of them. The only criteria are that they meet the RFP requirements, if they don't meet those requirements, then obviously you would not bring them in for an interview.

Ms. Burns: We want to I think give everybody the same direction or opportunity. Let's say we get four people. Do you want us to give them a length of time that they have as a guideline for presentation? Obviously, we're going to invite everybody here, but we want to give them some parameters. They're going to ask what the Board is looking for. Ten minutes is that enough time? Let's make sure we're giving them the same direction.

Mr. Plummer: I think 10 minutes is a good time as long as you don't have 20 of them.

Ms. Landgrebe: Or we call a special meeting.

Mr. Realmuto: We should be so lucky to have 20.

Ms. Burns: I think in the past we've usually had 3-5. I don't think we've ever had 10 responses to the RFP for the restaurant when we've done it. I would be surprised if we're in that range.

Mr. Costello: How many do we have at this time? How many people have expressed any interest?

Ms. Wells: It's hard to tell now. I have sent the RFP to over 40 people and I've done three tours so far.

Mr. Plummer: From that number, you know you have three that have some interests that you don't know about the other 37?

Ms. Wells: Exactly. Some of those 40 do include industry partners that are passing it along to others as well.

Mr. Plummer: You're not going to know the numbers until we reach the deadline anyway.

Ms. Wells: Historically, we have not received proposals prior to the deadline. Oh, I should say not more than a day prior to the deadline. They always wait until the deadline or just before the deadline to submit it.

Mr. Costello: I realize that, but I was thinking more along the lines of how many people have been here to see it? How many people have responded to you in some way? Do we have three?

Ms. Wells: Three official tours, but there's others that keep asking for the proposal.

Ms. Burns: Is the Board comfortable with Lloyd and Christine's staff making the decision based on the number we get, giving them the same amount of allotted time, and setting up the parameters for the presentations?

Mr. Howison: I would think they would need no more than 15 minutes and then allowing time for us to ask questions.

Mr. Realmuto: I'm okay with that. A general guideline of 10 minutes, if you only have three, you could give them 15. I don't think we should go much less than 10 minutes.

Ms. Wells: Historically too, we have had supervisors give the questions they want to ask, and we compile a whole list and all proposers are asked the same questions. It's a combination of questions from each of you. Now, understanding that some questions may be different for different proposers. Is that something that you guys want to do as well? I see, no and a yes.

Ms. Landgrebe: I think we should have a set number of prescribed questions. Then, of course, once we see the proposals, we may have random additional questions.

Mr. Realmuto: I'm okay with coming up with a set of questions that they all maybe should answer, although presumably those are already in the RFP.

Ms. Wells: Exactly.

Mr. Realmuto: No. I don't like the idea of being forced to ask each of the proposers the same question. We might want to delve into different areas with each of them based on their response to the RFP.

Mr. Plummer: I agree. I think a reaction to their presentation is a better policy to get a handle on what they're going to do as opposed to have canned questions that are the same across the Board, because depending on the type of restaurant they're going

to propose something a little differently that those canned questions may not all coincide if you will. We have our direction.

Ms. Carpenter: One quick question, do you want to have a ranking sheet that you're all looking at for experience qualifications? In the past, you haven't done it, but to help make the decision-making a little bit more even.

Mr. Howison: It sounds like each of us look at this little differently. I always do a ranking sheet based on the response elements that are required. But I think you'd like to be a little more subjective in yours.

Ms. Landgrebe: I think ranking sheets are important, and I would suspect that when the RFPs come in, staff is going to look at them and do a checklist. Yes. We ask this yes, that's here. Yes, that's here.

Ms. Carpenter: That's accepting the RFP and meeting qualifications. But sometimes when you choose folks who are bidding, you have a ranking sheet that you all look at for experience, qualifications, ability to do catering, whatever the important things are to all of you.

Mr. Howison: And for their presentations as well.

Mr. Realmuto: I guess I'd be looking for essentially a ranking sheet from staff on again, how well they met the RFP requirements and objectives. I think it might help to have a common analysis of that. I'm not a big fan of ranking because each of us is ranking on our own subjective criteria. I think we should go through the process internally. I don't think it should be, as it's formalized for the engineering firm, that we have to choose the highest ranked one or that we have to discuss the ranking. I don't know that's particularly useful in the case of choosing a restaurant.

Mr. Plummer: Do you have your direction, Lloyd?

Mr. Howison: It sounds to me as though the direction is simply that they'll come in, staff will review, we'll invite those that have met the basic RFP response elements to come in and present. Based on the number that are qualified to come in and present, we'll establish the amount of time each has to present, which will be at least 10 minutes.

Mr. Costello: Are we going to do this at a regular meeting? Because I'm telling you right now, if we get too many people, we're going to be here probably until dinner time.

Mr. Plummer: I think you need to make that decision when you see what the numbers are.

Ms. Landgrebe: I don't think we appointed Lloyd.

Mr. Plummer: We didn't.

Ms. Landgrebe: I feel like you're saying he's doing that, but I don't think we've discussed that.

Mr. Howison: No. We just chose not to do that.

Ms. Landgrebe: That's what I thought.

Mr. Plummer: I stand corrected.

Mr. Howison: The staff will get the proposals, they'll review them and based on the number of qualified respondents, they'll schedule them in to present to us. Based on your comment, Mike, then you'd prefer to do it at a separate meeting?

Mr. Costello: Yeah, if we were to do it at a workshop, number 1, everybody seems to be wanting to push the time up, which is only natural, I agree with that. The thing there is the fact that, let's say we have five people we're going to give time to, that's over an hour. That is added onto one of our meetings and our meetings have been going quite long to begin with.

Mr. Howison: We have the uncanny ability to stretch that to two hours.

Mr. Costello: Pardon me?

Mr. Realmuto: We have the uncanny ability to stretch that to two hours.

Mr. Costello: I agree with you. What are you going to do? I'm not going to argue with you there. That makes it even worse than a regular meeting. You are fighting for my cause.

Mr. Howison: Then I think the plan is that we would schedule a special meeting to review.

Mr. Costello: I agree with that. I'll make a motion that we schedule a workshop.

Ms. Landgrebe: A workshop or a meeting?

Mr. Costello: Well, if you want a meeting, what we're going to have to do is instead of adjourning this meeting, we're going to have to postpone this meeting until a certain date. We can do that.

Ms. Landgrebe: Couldn't we swap the November 28th?

Mr. Costello: Because then we have to put it in the paper and everything else, I think.

Mr. Plummer: The November meeting was moved to the 28th for two reasons. One was Thanksgiving week; the second reason was that the time you have to have between the election and when they can take their office is two weeks. So that's why it was moved to the 28th.

Ms. Landgrebe: Could we do a special meeting the same week as the 28th? I'm just thinking, at the workshop, you can't make any decisions. If we want to be able to make decisions we have to.

Mr. Costello: But like I said, we could do instead of adjourning this meeting, we'll postpone this meeting and to be continued.

Mr. Plummer: When is the deadline to receive?

Ms. Burns: The 10th.

Mr. Plummer: November the 10th.

Ms. Burns: You've got to review them so the Board does that transition until it's the second Tuesday after the election in November, which is the 22nd. So if the intent is to have the new Board members consider it, it's you have two days before Thanksgiving.

Mr. Plummer: You could do what Mike said, you could take the 28th meeting and you could pause that meeting and reconvene that at a later date, which would be maybe a couple of days after or whatever.

Mr. Howison: That makes sense. So we're not scheduling another meeting. You're simply pausing and extending that meeting so that you wouldn't have to.

Mr. Plummer: It's easier to do that in close proximity than it is when you put three weeks between.

Mr. Howison: Exactly.

Mr. Realmuto: That sounds like the best way forward. I was going to ask if we need a meeting. It sounds like some would assume that we're going to make a final selection then. Again, I certainly would want to get some community feedback, assuming we have a couple of viable candidates.

Mr. Plummer: If you have a number of interviews that you're doing or a presentation you're doing and you're down to the final three, that's going to take a vote, so you're going to have to be in a meeting to do that.

Ms. Burns: I think at this point, the November meeting, just based on what we have, it's not like there's a lot of agenda items on that agenda anyway, I think that the main thing would be the restaurant RFP. So I don't think we have two hours of other agenda items on top of what could be two hours of the restaurant.

Mr. Howison: If we could interview folks on the 28th, we could still pause that meeting and come back a couple of days later to make the decision because I do think we'll want to sit on it. Also, to Debby's point, if we did want to ask them to provide a meal or if we did want to visit their current restaurant or something like that, we need a little time to do that.

Mr. Realmuto: So what I hear is that what we have to choose today is the date that we're inviting them to give us a presentation. It sounds like the right place to do that is that November 28th meeting and we can essentially play it by ear. We have the tools available to us. We could adjourn the meeting to a later date if we need more time to follow up and that's I think the way we should proceed.

Mr. Howison: We can move the presentations to the front end of the meeting and therefore, if there are other agenda items, that we could address them at the second half of that meeting.

Ms. Burns: Really, because this meeting is later and I think the next meeting is only three weeks away from there anyway. So if you wanted to interview them in November and plan to make a decision in December to give them more time to either invite them or do that, it's really only a few weeks after that anyway.

Mr. Plummer: It sounds like we're going to wait. We're going to see what we've got and start the process on the 28th then.

Mr. Costello: One of the things that we should remember in doing this is the further we move it back and I'm not trying to rush the process, but the entertainment series and other shows start in January. This is a prime time for them to make enough money, especially in the beginning when you're trying to get a business going, this is a prime time for them to be making the money that they're going to need in order to be successful.

Quite honestly, I don't want to rush it, but by the same token, I don't want to see them losing out on opportunities.

Mr. Howison: Let me just recap and make sure we're in agreement here. We'll look at the 28th for presentations. We will have the option to adjourn that until a later date to, one, make a decision on the restaurant, two, cover other November agenda items. As a last resort, at that point, we could schedule a workshop or a meeting, if need be, but we'll try to avoid that. Then, as Jill said, we've got three weeks between the November and December meetings. Hopefully, a decision can be made to move them along to your point, Mike, so that they can get started.

Mr. Costello: Like I said, the biggest thing that I'm looking at there is that once the entertainment series and all this other stuff starts, that's a prime time for them. When you're opening a business, you want to be able to take in as much capital in order to make it go. The only other thing, like Debby brought up, if we do it with the workshop, we can't vote on it. So I think we're better off adjourning the meeting so we can continue to move the process forward.

Mr. Plummer: Do you mean pausing the meeting?

Mr. Costello: No. You're right, it's not adjourning.

Mr. Howison: Continuing.

Mr. Costello: I think we're better off doing that.

Ms. Landgrebe: Question in regards to minimizing an agenda other than restaurant focus. Are there things that are on the agenda that can be not done at the November meeting but postponed to the December meeting?

Mr. Plummer: Yes, there is. A lot of it depends on what the supervisors put on there. If you just take the basics, it's not a long agenda if you do the basics, but if supervisors add 4, 5, 6 different areas, then obviously, it takes longer, so we can control some of that ourselves.

Ms. Landgrebe: I mean any of the reports, are there reports that can be delayed?

Mr. Plummer: With the exception, usually the only report that really is lengthy at all is the engineer, Jan has been very good at keeping the attorney's report pretty short, but I think that if we don't throw a lot of extra things on there, you could do exactly what you're saying.

Mr. Costello: Do we really want to minimize our meetings in order to accommodate this? I think we're better off, like I said, instead of adjourning meeting, we postpone the meeting and move on after that. Give it a week, something like that in order to do it.

Mr. Plummer: You can make that decision during that meeting.

Mr. Costello: Exactly.

Mr. Plummer: I think that's the consensus that we want to move to. As we all know, obviously, governmental operations move pretty slow. But I'm sitting here looking out the window and I'm seeing one of the complaints we had about trimming and we've already got the trimmers out there working right now. So we're getting some progress. Okay, we're set in the direction we're going to take with the restaurant.

SIXTH ORDER OF BUSINESS

New Business

A. Discussion Regarding Letter Received from Lake Ashton HOA *(requested by Supervisor Landgrebe)*

Mr. Plummer: The next item under number 6 would be discussion regarding the letter received from the Lake Ashton HOA requested by Supervisor Landgrebe.

Ms. Landgrebe: Yes. I wanted to bring this to your attention and I had wished the HOA had spoken to me individually before sending a letter because then they would have known that we had actually taken action at our last Board meeting to have the boulevard and the circle quotes go out to be paid. So they jumped the gun here and I did have a discussion with the president and advised him that we are actually in the process of getting quotes, which I believe Christine has provided to supervisors or we'll let her update. We do have them. Thanks so much. So when the appropriate time comes, I guess we'll need to discuss. Is now the appropriate time to take to discuss the quotes, or no? Yes?

Mr. Plummer: I would say the appropriate time is under report when she brings it up. That would be the time to do that. I appreciate your concern about that. Yes. It would have been convenient if there had been a verbal discussion prior to that, but it is what it is. So we'll discuss it as we come to it in the agenda.

Mr. Realmuto: Debby, I did want to let you know I was at that HOA meeting when they went through that and during the public comment portion, I did bring up the fact of that and I said to them exactly what you said. So if they're trying to do more than just

make a political statement and want to get something done, that this Board has designated a liaison and that you want the person to talk to about that.

Mr. Plummer: Thank you very much.

SEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Plummer: Moving on to the monthly reports. First, there is the attorney.

Ms. Carpenter: Keeping with the directive, we've had a very quiet month, worked a little bit on the lease, but I will get with Lloyd now to make sure that since the RFP is out, that it picks up any other changes in the RFP. That's it for us.

Mr. Realmuto: Jan, you also worked a little bit on that joint amenity policy, didn't you with your cohort and made some recommendations there that we will consider under that.

Ms. Carpenter: Yes. That was being considered as normal routine. Thank you.

B. Engineer

Mr. Plummer: Moving along. Right on time. Engineer. The floor is yours, Alan.

Mr. Rayl: Thank You. Kind of along the lines of what Jan said, it's been a little bit quiet. This month, we haven't projects undertaken. We've done an investigation up by 3044 Dunmore, who's reported that area was slow to drain after Ian came through. Where we've got to investigate that outfall, I think it's blocked and it slowly draining down and that's why there was soil deposited there on the curb line. I know there were some work done down the road on that light pole that had to be suspended or restored back in its position. What normally happens is all the particulate matter that's on the streets gets carried along the gutter and it goes down the inlets and goes into the pond. If those outfalls are slowed or plugged or if that water flows just slowed down in any way, then it gives time for all that material to settle out where that water is sitting. So I think that's maybe what's going on there, but we've got to trace down that outfall. There's a manhole down there and we can pull the lid. We can look and see if there's an issue, maybe with the line collapse, we've seen that take place in the community before, but the area does still drain, it's a little bit slow. We'll look into what's going on there. Similarly, that the Dunmore inlet repairs that have been delayed due to the high-water conditions. I did see and Supervisor

Howison pointed out there's one that's getting significantly worse and we agreed to put a cone in to keep travelers off of that. We're still in high water level conditions. I read the gauge before I came to the meeting this morning. Lake Ashton any way is back down to where it was the beginning of September, but even that elevation was still high due to the rainy summer that we'd had and its higher than what we've recorded in years past as well, so it's heading in the right direction. It's come down about an inch and a half in the last five days or so it's getting better but, I really think we need to let another few weeks go by to let those water levels come down and they are receding, but we outfall eventually to the Peace Creek system. The Peace Creek is still at flood stage. There are pastures closer to our office in Bartow that went underwater during the storm and they're still underwater, so that area is slowly recovering but not as quickly. I think that's really it, we've talked about the hole number one repair that was holding. We looked at it again after our September meeting. It stayed tight, so it was good. Then Supervisor Howison you mentioned a new depression, maybe suspect of being a sewer line on Ventana. I didn't see it. I went and looked after the meeting. I didn't see what you were concerned about. Has that come back up again?

Mr. Howison: No. I just wanted to point it out and have you take a quick look. It was the eastern most manhole there.

Mr. Rayl: I'll just keep an eye on that. The last item I just wanted to remind the Board, I won't be here at next month's meeting, but Garret from our office will be here with any report on anything new going on.

Mr. Plummer: You do have the correct date of the 28th, right? We moved the meeting.

Mr. Rayl: Well, maybe I will be here. All right. I'll see you next month. That's all I have for the Board.

Mr. Plummer: Questions for Alan?

Mr. Realmuto: I wanted to follow up onto the Dunmore inlets and just pass along. I sent a picture of one of those where a considerable amount of sand and a resident told me is that it actually started coming out of the inlet, coming up and just settling there. I don't know whether or not that's the case, but I wanted to pass that along to you and I think you said you were going to look at it in a manhole cover down there. Just consider

that feedback, I guess in your evaluation. Then on a related note, you mentioned Dunmore, but the other area where in my opinion we had even more flooding was on Limerick, the corner basically closer to hole one where there were several inches of water completely across the road and maybe that was just the lake level, but maybe you could comment on that for us.

Mr. Rayl: Christine and I spoke about that. Back when we did the pavement inventory, that timing was about the same timing as when the downstream outfall of Lake Ashton was getting interfered with. As I was walking Limerick and I'm looking at the streets and the curb lines out of the corner of my eye saw something in the inlet throat. It was a plastic Folgers coffee can. I thought, well, that's weird. It's stuck in that inlet throat and when I looked a little closer, it wasn't stuck, it was floating. So that really made it register with me that we had a lake level issue going on because Limerick is almost dead level with the Lake 20 system behind it, which is dead level with Lake Ashton. That really triggered a real investigation as to what was going on with water levels, so again, right now, on areas like Limerick, the Lake 20 system, whatever Lake Ashton is doing, that's what they're doing. I would say there's probably not any elevation difference between a water-level I'd go find in the inlet throat in Limerick right now and the water level of Lake Ashton. The outfalls of that Lake 20 system, if you know which ones I'm talking about, there's three lakes all connected. The two outfalls to that system are those two bridges. As you're heading south towards the Marina. If you stop on those bridges, there's a concrete overflow spillway. I've never seen it out of the water yet. That's supposed to be the thing that controls Lake 20 discharging into Lake Ashton. Lake Ashton is over that water level, so they're all integrated, which means that lake is being controlled by the Lake Ashton water level, which means those water levels you see there are direct effect to that as well. So if the Limerick neighborhood was 10 ft above the lake, we wouldn't see any of that, but it's all just right down there together.

Mr. Realmuto: The short summary of how I'm interpreting that is essentially, there's really nothing we can do about that short of measures taken to lower the level of water in Lake Ashton itself because it basically all feeds back from that.

Mr. Rayl: Well, I'll tell you, looking forward, when we first started looking at the obstructed outfall, SWFWMD didn't have any ability to help us because it was an

agricultural activity that was creating the difficulties. We know that property is for sale for development, as are other downstream properties. When development occurs, then that triggers rules that have to be followed and studies that have to be done. There was a lake level study on Lake Ashton in 1985 when it was still Lake Myrtle. Lake levels have been established. Any downstream development is going to have to demonstrate. There will be public advertisement about it too, that we would get notice of a permit getting ready to be issued, but they would have to demonstrate that they're not creating any adverse impacts to the existing condition of Lake Ashton. What it would translate to is probably an improved outfall ditch section or if it's piped, tremendously adequate piping where the discharge from the lake would not get worse than anything that's going on today, most likely would get greatly improved. So nobody really likes to see those things turned into more subdivisions right next to us, but when those things happen, they'll have to follow those rules that right now nobody has to follow today. Those are things the county doesn't have easements over.

Mr. Realmuto: Understood, so what I hear you saying is that essentially our opportunity to ensure it doesn't get any worse or perhaps improvement would come when the property is developed and that perhaps are you doing something to keep track of these issues that we're having due to the lake levels so that we don't forget them or a future Board doesn't forget them when that time comes? These are two recent examples.

Mr. Rayl: Yes. Every time we're in the community, we monitor the lake level just to keep up. We've got a lengthy record of it now, of the water levels that we're experiencing.

Mr. Plummer: Other questions for Alan?

Ms. Landgrebe: No, thank you, Alan for monitoring all that and I'm sure you'll keep us updated on future development and so on.

Mr. Rayl: Yes ma'am. Thank you.

Ms. Landgrebe: Thank you.

Mr. Plummer: Thanks Alan, for your report.

C. Lake Ashton Community Director

I. Consideration of Quotes to Pressure Wash the Curbing and Pavers on Lake Ashton Boulevard

Mr. Plummer: Community director's report.

Ms. Wells: You will see a list of all the activities and events we have coming up. I will not go through it all. That will take a while to go through everything. There's a lot going on right now. So I'll just start with the restaurant update unless anyone had questions on that section. You guys know all the fun stuff that we do around here. So we did send out the RFP via electronic mail to roll over 40 interested parties as well as industry partners. We did send a mailed copy as well just to hit it from both ends. We put a print and electronic add into the Orlando and Tampa Business Journal. We already currently have a membership with Lake Wales Chamber of Commerce. So we reached out to them. They have put a social media post out on their Facebook page. We signed up for a new membership with Winter Haven Chamber of Commerce and Lakeland Chamber of Commerce, you had to in order to be able to utilize any of their advertising options. Winter Haven has sent it out and a social media post, Lakeland, we're working on it as part of the Lakeland chamber membership. You get one free social media post, after that you have to pay for the social media posts. So we're doing that. The couple of members of the restaurant focus group have put it out on various pages on Facebook. There's a Polk County restaurant's page. Then we also put it out via Twitter. We are still working on reconciling the final operations invoice. Deep cleaning of the restaurant kitchen, part of it is scheduled, part of it is not. So I did get two different quotes. So once I approve of one of those quotes, we'll move forward, deep cleaning of the restaurant and the restaurant dining room and kitchen area. The restaurant patio was pressure washed. We are gathering quotes to do some minor repairs to the walk-in cooler and freezer. We reached out to an appliance repair company just to see, once we get everything deep cleaned, we want to turn everything on and test functionality of all of our equipment to make sure everything is running properly prior to someone taking over there. We have moved some events into the restaurant. We did our first karaoke in the restaurant and it went over very well. Wayne was very happy to be in the restaurant again. We had about 80 people that came to that. So they had a good time with that. We have rented out that space twice as well. The cost-saving analysis, we are continuing to do things with that. The public services finally got back to me this morning. He's checking into what the account can be with the recycling as far as if we do have to pay the three months to cancel it, make sure we're on the monthly, and see if we can get any credits from when it spiked from about

800 a month to over 1,000 a month. I'm still working with him. He just got back to me this morning. City of Lake Wales, we are still working on some leak adjustments. We've submitted three leak adjustments for three different accounts. So we're working on getting through that. It takes 60-90 days because they have to wait until the meters get back to normal usage. Then they'll credit the amount for the months that were over. We are still paying that \$70 a month for that inactive irrigation meter that services the irrigation along Aberdeen. So I know Matt will talk about possible replacements of the irrigation in his report. We are still working with TECO on investigating the brackets that were being charged for a couple of our accounts that they have said we should not be. We also identified a couple of other accounts that they had inadvertently charged us sales tax. I'm still working with them. You think government moves slow? Well, I guess it's kind of government related, but utilities move slow as well. We are looking into the Internet and cable bill. We had two TVs that went out in the fitness center not due to any storms or anything, but we did have those go out. In the meantime, we were paying \$10 a month for cable boxes for each TV in there once they went to digital services. So we're looking at replacement options that will include installing a smart TV so we can access the Spectrum app that way and save \$10 per month per TV for that. We are working on that. In regards to the thermostats, Miller's did come back and say they cannot find a thermostat that they can install in that price range of 100-150 per thermostat. They did say that they would charge only \$100 to install our provided thermostats if we wanted to go that route. So staff and I are working on seeing what options we can find that staff can install. I will have an update for you guys at either the November or December meeting regarding that. In the meantime, we are monitoring the thermostats, the ones that can be programmed, are programmed, the ones that aren't we're adjusting in the morning and at night. Sensors have been installed in the dressing rooms to help with electricity there. We're researching costs. The only lights that are not LED in the clubhouse and surrounding amenities are the lights that service the tennis courts as well as the shuffleboard courts. We're researching pricing on that and we'll bring that back at an upcoming meeting just so you can see how much it costs and if there's a cost savings benefit for that.

Mr. Realmuto: Christine, when you bring back the cost of any lights on the courts, could you also bring back how many hours they're used at night when it's dark and that the lights would actually be used? No past history, I guess is what I'm asking for.

Ms. Wells: We're also working with the company that services Ashton Lanes, the bowling alley here, we have an opportunity to possibly enter into preventative maintenance contract that'll give us a little bit more bang for our buck as far as maintaining the lanes. I've had quite a few volunteers come forward that have either coach leagues in the past or been a bowling coach that are willing to volunteer to do pin setting. Instead of paying a service to do pin setting, we can do that with volunteer hours as well and then take advantage of paying them to do preventative maintenance. Our lanes are getting up there, so it's wise to have preventative maintenance on a more regular basis. They can do a lot more when lanes are shut down and not running versus when the lines are running. So working to get an updated quote for that, the last time we got one was over a year ago. Ballroom marketing options, I know at the last Board meeting, supervisors and previous Board meeting supervisors had asked staff to market the ballroom a little bit more for rentals. We did look into some marketing options. Sheila did a great job researching some of the area publications and things. That was part of the reason the driving force of obtaining a Winter Haven Chamber of Commerce membership as well as the Lakeland Chamber of Commerce membership, because you can help with promoting the restaurant as well as promoting ballroom rentals. I know at one point we had asked if we could do a Facebook page or a website to promote ballroom rentals. We did at one time have that. Then things changed when we had to go through making sure everything was ADA compliant. Jill, do you have other Districts that have a Facebook page or website that promote rentals?

Ms. Burns: Facebook page, no. There are some that have information on the CDD's website where you can book rentals or reserve rooms and things like that through the CDD's website. Generally, we stay away from the social media pages just because there's no way to retain those records.

Mr. Realmuto: Speaking about social media, certainly there were other governments, municipalities such as cities in the area that maintain Facebook pages. In terms of advertising, I mean, we need to come into the 20th century when we talk about

advertising the restaurant. You've placed some ads actually already there. When you say social media, it sounds like it's mostly Facebook. I don't think there's anything prohibiting us from doing that. Again, other municipalities have clearly done it. I think is what we're talking about, ballroom marketing, which is the section we are in. Again we need to get into the 20th century, twenty first century, and start utilizing the forms of advertising that are effective in today's day and age.

Ms. Carpenter: There are services available that can monitor the page and save all the responses and feedback to be compliant. It's fairly expensive. I have one CDD that's trying it now I can give the name to GMS if they want to look into what the cost would be.

Mr. Realmuto: Yeah. I mean, I would hope we have on-site staff who could probably do that as well. Emailing it to themselves would put it in the record and probably satisfy the requirements as those email accounts are included in what's retained.

Ms. Wells: I could get with City of Lake Wales too and see how they monitor their Facebook page for things like that if you guys want.

Ms. Landgrebe: Jan, did you have an additional comment you were going to make in regards to monitoring social media?

Ms. Carpenter: Yes, that it would be very difficult for staff because they don't have the ability to control a Facebook site. That's why, usually, it's an outside vendor or somebody who has sophisticated IT system that can automatically pick up things.

Ms. Landgrebe: Christine, in regards to ballroom marketing, what about some of the bridal websites or whatever?

Ms. Wells: We did reach out to The Knot. They're the name in online marketing for ballroom rentals. They mainly gravitate towards weddings. Wedding Wire, and The Knot have actually combined. Sheila and I had a meeting with them this past Friday to discuss options. They did come back to us. The options they gave us then were just a little outside of any budget I think there would ever be approved here.

Ms. Landgrebe: I'd like to understand. I hear what you're saying, but I still would like to understand those costs.

Ms. Wells: Oh, sure. No, I have a cost for you right here.

Ms. Landgrebe: Okay.

Ms. Wells: It's \$4,528 per year is the holiday price that they just sent me this morning, which means to get it done now. It is prime season to start marketing for events such as weddings, just because we're getting into our prime engagement season. The chambers are going to be where you're going to probably get more of your corporate events, which to be honest, those are the events you want to shoot for. So that is what we got from The Knot. I agree with Steve, all the things with The Knot are all electronic based. They have where you can go on and do a referral straight from the website. You have a business page, so they click on your page and it'll take you to basically a website page that they've created for you that have pictures and such and pricing and ways that you can do a referral straight from there. It will come to Sheila for her to reach out to the client directly. So we did reach out to them. We do currently, like I said, already have a Lake Wales Chamber Membership, which right now, we have fliers and such down at the Lake Wales Chamber office for anyone coming in. Probably could do a little bit more with them as well. Then we have now the Winter Haven and Lakeland Chamber of Commerce membership that we can start utilizing immediately. We're still trying to find a planner to host a bridal show. That's another great way to market your venue to people who are looking for a venue. We did some benchmarking, looking at other competitors in the area. You're starting to get a few more. I think people are starting to realize that was something lacking in the area. At one time, we could completely rely on word of mouth because there weren't any other options in the area. Now, you have quite a few good options that are within minutes of Lake Ashton. So I would definitely encourage you guys to put some amount in for marketing of the ballroom based on some of the feedback that I've received.

Mr. Realmuto: So If I understand you correctly, we now have three Chamber of Commerce memberships, Lake Wales, Winter Haven and then Lakeland. I think those are good investments, but I want to make sure that we're using them to their fullest. I think the driving factor or motivation, immediate motivation was the restaurant RFPs. But clearly, this would, on an ongoing basis, we would want to market things like the ballroom and rental facilities, and perhaps weddings here. I'd like to see them utilized to their fullest, the chamber memberships. We get the word out there and start marketing and utilizing it the way it had been pre-COVID.

Ms. Wells: Currently, in Winter Haven we're listed under restaurants and rental venues. Lakeland, you can only pick one with the program that we got. We're at restaurants right now. Once we move forward with that, we can switch it to event spaces so we can switch it at any time that we'd like. So I know that I've talked with a couple of you that want to move forward with actually marketing. I can start with the chamber routes since we have already purchased memberships. Some of them still charge for advertising even if you have a chamber membership. Lake Wales is free for us just because it's a little bit smaller scale, Winter Haven to Lakeland. Winter Haven there are some items in there for free. Lakeland, they charged for every bit of advertising, and you have to be a member and they still charge you for everything you want to do. You get one free social media posts which I utilized for the restaurant RFP. After that, it's 25 dollars per social media post. Then you have banner ads and such. You can get on the electronic newsletters and they do have print publications as well. So there's still even with those memberships, I can move forward with utilizing all the free items that I can do, but there are some costs involved with that. I don't know if the Board does want to give me an amount to work with to try to see what we can do this year and then maybe look at something like The Knot and Wedding Wire in upcoming years. If we see that, "Hey, we may want to expand."

Ms. Landgrebe: I do have a couple of questions and I would like to understand, with the social media comments is there a way to know what interest we're receiving from those posts? Whether it's from the chamber or the various folks. I've seen their posts on various social sites. Do we have any idea?

Ms. Wells: Probably the only way you're going to know is if you go on there and see people actually commenting or liking. Then how many people call and say, "Hey, I found you guys from a post that we saw in Lakeland Chamber of Commerce."

Ms. Landgrebe: Has anyone done that yet?

Ms. Wells: No. I know that I did just get something in my email before I came up here. I want to say it was from Winter Haven Chamber of Commerce as they do leads. When you go to their page or our page on the chamber, people can submit things to you. That's a good way to know if it came from Winter Haven Chamber of Commerce in regards to the restaurant. You do have those.

Ms. Landgrebe: That's good. Then from a marketing budget perspective, what range would you be looking for to start with?

Ms. Wells: It depends, obviously The Knot is \$4,500. So if we want to maybe try different routes now and move towards that maybe next fiscal year. Right now, I know the Board gave me \$2,000 to work with in regards to advertising the restaurant RFP. I don't know if you guys want to start there and see where we go. It's completely up to you guys. I know we had talked about it prior to the budget, it just never got brought up, so I know it's coming in after the budget has been approved.

Mr. Realmuto: How much of the \$2,000 has been spent on advertising the restaurant RFP?

Ms. Wells: I want to say it was a little over \$1,300. But that does include the chamber memberships in that. The Winter Haven and Lakeland, they were around \$360 each and Orlando Tampa Business Journal, I want to say it was a little over \$300. The other one is same though all about \$300 each a little bit over.

Mr. Costello: Do we want to push forward with advertising the room until we get a restaurant in full operation? I realized that, whatever money we could make out of this room would be great.

Ms. Landgrebe: I don't know that we want to wait until we have a restaurant because we've even been discussing the restaurant may not even be doing catering.

Mr. Costello: I agree with you.

Ms. Landgrebe: So if we can get some events in here, let's go for it.

Mr. Plummer: I agree I would push forward in the marketing of this room, regardless of what the restaurant does. Only because it appears that we're going to have more folks using their own caterer in here than maybe the restaurant. I think we want to move forward. There's no sense of sitting on this. Let's get started with it.

Mr. Realmuto: Are you looking for us to approve in amount now that you could spend between now and the next meeting or could the Board give direction that perhaps the remaining \$700 could be used for marketing the rental of the ballroom for events. We can take up that you might have a better sense of what you might require going forward and come back to us for that.

Mr. Costello: Well, the money is there. If you found a venue, wouldn't you move forward with it?

Ms. Wells: Sure. I can just explore because we're new to the Winter Haven and Lakeland Chamber of Commerce. I can explore what options they have available to chamber members and gauge pricing from there.

Ms. Landgrebe: Are there other chambers that we may want to pursue as well that are south like the Sebring area? I would like to know the range that perhaps Lake Wales would reach.

Ms. Wells: Went for the ones that we thought would reach the greatest population. The only other one nearby would be the Haines City, which they consider like the Northeast Polk Chamber of Commerce. I don't think it's even classified as the Haines City Chamber of Commerce. That'll be another one maybe, but I'd like to see where we get from Lake Wales, Winter Haven and Lakeland, because it's where the majority of the people coming into the room are coming from. Then we can always expand from there. It was literally a \$5 difference between Haines City and Lakeland and I think it makes more sense to go that way.

Ms. Landgrebe: Then the last question I will have for you is that \$700. Do you think that's enough? Are we talking about that just being for the end of the quarter?

Mr. Realmuto: My thought was that we wanted to have clear direction that it's okay to use that money because we really authorized it for spending on the restaurant RFP so that there's no misunderstanding. We are now saying it's okay to use that for event marketing, essentially and my thought was we really only need to do something that lasts through the next meeting. If it's more she can come back to us and ask.

Mr. Plummer: I don't think there was staff direction on what they could use it for. Since we've already established the amount, it is just changing to marketing in other parts of the ballroom.

Mr. Howison: Have you looked at the Haven magazine or anything like that?

Ms. Wells: We did. Sheila did look at it. To be honest with you, I have a folder that's sitting on my desk right now with all the information in it. She's reached out to some of the local publications. There's another one as well. I think one of the chamber members actually does their own magazine. So we're looking at those as well. She does have the

pricing for Haven. I just don't have it right here in front of me. She did a great job with getting local publications and online as well.

Mr. Howison: Do we have any plans to attend any chamber meetings?

Ms. Wells: Yes, that's what I'm working on as well to get because Winter Haven and Lakeland, it's booming left and right. I just need to get my calendar and figure out which ones will fit with what I currently have going on and which ones I think will bring us the most referrals. But yes, they host meetings all the time.

Mr. Howison: Jan, there'd be no issue with one or more of us attending chamber meetings and stuff, right?

Ms. Carpenter: No. I would suggest one person goes so you don't have two Board members talking about District business.

Ms. Landgrebe: We can alternate.

Ms. Wells: The last thing that I had was just an update on Hurricane Ian damage assessment. I'm not going to go through all of that because I know that I've talked to each individual and it's in the direct report if anyone wants to look over that. I did reach out to insurance. I'm working with an adjuster to see if we do meet the qualifications or meet our deductible that we have in place. Getting quotes it was hard before hurricane, it's even harder since we've had a hurricane, but we are moving forward with getting quotes on some of the damage that we've had so we can start getting things back to normal.

Mr. Costello: What about the damage to the wall on Thompson Nursery Road, have we heard anything on that?

Ms. Wells: Yes. I'm working with an insurance agent with Progressive on getting that repaired. Getting a quote as well, I have not received the quote yet. So as soon as I get the quote, I'll send it over to Progressive. They already have a claim number in place. We have the police report on file. So as soon as I get the quote, we'll just move forward with that. But we do have that, I've been in contact with everyone. Just a slight update to you about the funds that we're waiting for from insurance for the bowling alley repair. I did receive from them last week that they had not sent that yet they would be sending it so we should be receiving it any day now and so we'll have those funds. The project tracking list is pretty short right now. Still working on basically everything that we have going on. Matt did approve to go with Heartland Pools on the replacement of the pool cooling

heating unit. Working with them as well in installation of the chlorine automation equipment. Then again, that fencing column damage due to the accident. That's all I had for the community director report. Should we move on to the quotes for the pavers?

Mr. Plummer: Yes.

Ms. Wells: We did receive three quotes for pressure washing. It will include all of the landscape curbing and storm water curbing from the entrance at Thompson Nursery Road all the way to the intersection of Lake Ashton Boulevard and Ashton Club Drive. It also includes the pavers that start at the entrance from Thompson Nursery Road and go to the crossover between holes Number 11 and 12. So it includes all those pavers as well as the landscape medians and stormwater medians. I'll just go in alphabetical order from Gator Pressure Washing, it was \$8,200. Haven Property Care was \$3,500 and Wallace Pressure Washing was \$5,000.

Ms. Landgrebe: And these are all apples-to-apples?

Ms. Wells: They are.

Mr. Costello: The area that we have upfront where we had a problem, is it going to be affected in any way?

Mr. Rayl: I hope they're gentle in that area.

Mr. Costello: I hope too.

Mr. Rayl: Maybe we just want to, well, just maybe monitor when they're just working right there to make sure nothing gets affected.

Mr. Costello: Have we ever found the problem there?

Mr. Rayl: It's been holding on. I know Matt has helped put some fines and things back in there and we've kept an eye on it and I haven't seen it deteriorating again.

Mr. Costello: So hopefully, we're not going to have a problem with pressure washing there?

Mr. Rayl: It's my hope as well, yes.

Mr. Plummer: Hopefully, maybe the operative word there.

Mr. Costello: Well, that's what I said from the get-go.

Mr. Plummer: My question on the three quotes you have, do you have any experience with the three vendors?

Ms. Wells: Matt did help me with getting the quotes from Wallace and Haven. I know Gator Pressure Washing, I think why there's this probably a little higher as well is they informed Matt they're going to be bringing their whole crew out and get it done very quickly is probably why theirs is a little bit higher. They did do this. We did this one-time years ago and they were the ones that did it that time. They've done a couple of pressure washing jobs with us as well. Isn't Haven the one that just started advertising with us in the LA Times? Yes, Haven started advertising us. What about Wallace? Was that Jimmy Box? Yes. Jimmy Box, the guy he uses for pressure washing. That's him. He's the one that pressure washed the column caps. He's done some pressure washing projects for Jimmy.

Ms. Landgrebe: That's Haven?

Ms. Wells: That's Wallace. Haven Property Care is the one that just started advertising with us in the newsletter.

Ms. Landgrebe: This is just the boulevard that doesn't include the circle here?

Ms. Wells: No, it does not. Staff takes care of the circular drive, the clubhouse.

Mr. Costello: I will make a motion that we accept the bid from Haven property.

Mr. Realmuto: I'll second that motion, but before we vote on it, I did have a question I wanted to get in there. That was, did Haven property care gave us any idea of how long it would take them to complete it? Is this a multi-day project and how traffic would be and those details?

Ms. Wells: Matt did meet with Haven. We can ask him, and hopefully, we'll have an answer. We have a joint meeting as well, so we'll have an answer shortly. But we did not ask.

Mr. Realmuto: I only ask because you brought up the other one being quick. I'm trying to make sure we're comparing apples to apples, certainly, with the price difference.

Mr. Plummer: We have a motion on the table made by Mike seconded by Steve, to accept the bid from Haven property care for \$3,500 to power wash curb inlets and storm inlets, etc. With the pavers from the entrance to Ashton Club Boulevard.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the Pressure Washing Quote from Haven Property Care, was approved.

Ms. Landgrebe: Do we want to send a follow-up letter to the HOA informing them of our decision or just a verbal to them?

Mr. Plummer: Not going to waste the time sending a letter, just verbally tell them.

Ms. Landgrebe: Thank you.

Mr. Realmuto: Christine, before you leave the podium, two things. First of all, I wanted to thank you and Matt for the effort that's gone into the cost-savings you've been working on. I know you and I spent hours talking about those and other opportunities to investigate and I appreciate the follow-through on your end and on Matt's. I don't know if the people in the audience realize we have saved literally tens of thousands of dollars. Just the credit we got from TECO of I believe it was \$18,000. We're not talking about small amounts here and some of them are going forward. That's one of the areas our staff is helping us save a lot of money and there are still many opportunities. That's what I call them out there and we'll continue to pursue those. Again, thank you both of you for your diligent work on that. The second item completely unrelated is you had sent the supervisors an email with a recent violation letter that we got from CDD II and asking how we wanted to handle it. You want to cover that now or is there a more appropriate place? This is for us, I think.

Mr. Plummer: Go ahead, Jill.

Ms. Burns: The joint amenity policies currently state that whichever jurisdiction a violation is committed in, that District handles it first if there's any violation where amenity privileges are being suspended, it would then go to the next Board. It's my understanding from talking to Lake Ashton II, they have not had a meeting to handle that. There's no action necessary from this Board to do anything at this time.

Mr. Plummer: Then the information we received is just the information for us?

Ms. Burns: Correct. Informational purposes only at this point.

Mr. Realmuto: The time it would come to us is after they've taken some formal action on it?

Ms. Burns: If a suspension was taking place, let's say they said, amenity privileges are going to be suspended for six months. As the current amenity roles read, it would then come to this Board at the following meeting. If they said nothing was being suspended, they are making a recommendation to suspend amenity privileges, nothing is being done so it wouldn't come back to the Board based on how the rules are right now. I suspect we are going to be discussing that at the joint meeting because there are some questions, I think staff has on that process and suggestions as well.

Mr. Realmuto: I am a little confused now because there was an actual suspension that had taken place at a prior date. I believe it was October 7th. So a suspension is already in place. I'm a little confused.

Ms. Burns: I think it was for up to 30 days. Is that not, correct? It was a restriction of hours.

Ms. Landgrebe: One supervisor can't make that decision. Is that correct?

Ms. Burns: The amenity rules state that staff can suspend amenity privileges for up to 30 days pending the next Board meeting. Usually amenity suspensions are for, I would say egregious action. If somebody assaults somebody in this clubhouse, the staff can say, "your amenity privileges are suspended for the next 30 days." The reason why the 30 days are in place is because you will have the next Board meeting scheduled in those next 30 days where then it comes before the Board to make a decision on it and let's say suspension for up to a year or permanently banning somebody from that facility, the staff has the ability to do that. That's why that's in place. That the staff can immediately say, "This person is a danger, they should not be at this facility." Then the Board handles the recommendation for how to handle it going forward. But at this point, from that letter, they were not being banned from using the amenities.

Mr. Plummer: With that information, I guess there's no reason to discuss that item further. You have anything else, Christine?

Ms. Wells: That's all I had. Thank you very much.

Mr. Plummer: Thank you very much. Thanks for all the work. We appreciate it.

D. Operations Manager

- I. Consideration of Yellowstone Landscaping Quote to Refurbish Lake Ashton Boulevard Median Landscaping with Magnolia Tree and Holly Bush Removal**
- II. Consideration of Yellowstone Landscaping Quote to Refurbish Areas Previously Maintained by Golf Course (Entry Islands) – ADDED**

Mr. Plummer: Operations manager, Matt. I see you have someone in tow.

Mr. Fisher: Yes, my sidekick.

Mr. Plummer: Your sidekick. Welcome.

Mr. Fisher: Included in the agenda packet was the updated operations manager's report. We did include several landscaping prices, which we'll get to under landscaping if you desire, Bob. Aquatic maintenance, CDD ponds are looking pretty good with the cooler weather the hurricane broke up. Some of the larger patches of algae, specifically on Aberdeen pond, it looks like it sunk to the bottom. That's good. Spoke with Archie, our supervisor with the aquatic company and he is working with this techs to introduce a product into the pond that helps with algae treatment in the summer. It's a product they use generally in the winter. We'll see how that works when we approach on spring and summer. My fingers are crossed because we love beautiful ponds here in Lake Ashton. So I will have updates on that. I didn't include in my report, but I did speak with Applied Aquatic about our carp installation, I believe, that's along 10 green. They did mention the vendor is still working on that. Unfortunately, I know I'll have more information as he was going to get with that supplier. It's very good thing, but the demand is high right now. I don't know where we fall into our turn, but I mentioned we had this scheduled out far and that should happen by now. So I'll have an update next meeting as to when we'll get our fish in that pond.

Ms. Landgrebe: Matt, they're not going to try and increase the price, right?

Mr. Fisher: No. I ensured that our price stays the same as when we had it approved.

Ms. Landgrebe: Great. Thank you.

Mr. Fisher: I will have, hopefully, a date next meeting. We move along to landscaping. There were just a couple of items. Yellowstone removed a declining willow trees around the Veterans Memorial. We had some new annuals installed at the entrance off Thompson Nursery Road. Bob, would you like to go into the proposals I have?

Mr. Plummer: You can go right into those.

Mr. Fisher: First of all, last meeting, we were to go back with the revised bid for refurbishment along Ashton Club Boulevard. That bid was included. If you guys have any questions, I'd be happy to answer. Dana's here to answer any questions. It was magnolia tree removal. Flush cut them essentially, and remove holly bushes and install mulch in the center of those islands. So the removal of five magnolias and installation of four blueberries and they would be planted offset, but still centered. So we would treat the stumps of the magnolias with the product that will deteriorate the stump. We won't have to absorb that cost for grinding and the cost savings. Any questions, we'll be happy to answer that for you.

Ms. Landgrebe: Matt, excuse me. That's the \$5,500 per island, correct?

Mr. Fisher: Correct. I had it totaled here. So there are eight islands with magnolias. That total would be \$44,400. There are two islands that have Japanese blueberry and hawthorn and holly. Those two islands to take out the hawthorn and holly would be, I have it here, \$3,714.26 and that includes installation of mulch in the center islands. The grand total will be \$48,114.26 to start that first phase of the boulevard refurbishment.

Mr. Plummer: I'll go out on a limb. I'm going to guess there'll be some questions.

Mr. Fisher: Yeah. From what I gather, this is half the cost of what we brought forth the last meeting, where it was close to or at \$100,000. Then further down, maybe next year, we can look into furthermore enhancing the median with replacement of that purple shrub with ixora. Maybe that rendering you guys had in front of you last meeting is the idea.

Mr. Plummer: Questions or comments for Matt or Dana.

Ms. Landgrebe: Well, Matt, I think you and Dana have two more proposals or another proposal too?

Mr. Fisher: So the other proposals I had on hand, which was item number 2 on the agenda, was the consideration of refurbishment of the areas along the boulevard that were maintained by the golf course. That proposal was included in the agenda. So if you guys have any questions about that, we can answer that for you.

Mr. Plummer: Is that the \$1,904.04?

Mr. Fisher: Correct.

Mr. Plummer: Forty cents. If I'm understanding correctly, that's the four beds as you come in the entrance on the west side of the boulevard, correct?

Mr. Fisher: Yes, sir.

Mr. Realmuto: If we can take these one at a time perhaps, and consider the larger \$48,000 proposal first. They're pretty distinct. I just had some questions about that. I guess to summarize, the main difference and the reason for the cost reduction is essentially that we're not removing the stamps, we're simply cutting them level and applying a treatment that will cause them to decay. Are there any other differences from the prior quotes that we should be aware of?

Mr. Bryant: Yeah. There's considerable. Not only are we not removing the magnolias and stump grinding, we're only putting in four blueberries instead of five blueberries. We're not removing all the Loropetalum and we're not installing ixora or plumbago and we're not putting in rock. There's a considerable difference between what would have been the cream of the crop to overdoing, which is the bare minimum as far as removing the magnolias, flush cutting them, treating the stumps. We'll put for blueberries in-between where the five existing magnolias are now, or remove all the hollies to leave the existing Loropetalum. It's still some labor intense because you have to cherry-pick the magnolias. We don't save a ton of labor. The one thing I did say to Christine and Matt was that if they were to approve everything and do all 10 islands, we would remove the labor from the two islands that already have blueberry because it's just labor, I can make disappear. I can't make mulch. I've got to pay for mulch. So I've got to account for it. But I can push the guys to work more. I can make labor disappear.

Mr. Realmuto: On the labor end of things, the total number was \$48,000, that would cause that to go down a couple of thousand dollars. You mentioned mulch.

Mr. Bryant: Your existing contract, would account for mulch around the perimeter. It wouldn't account for mulch inside the middle of the island.

Mr. Realmuto: Why do we need mulch now in the middle of the islands where we didn't know before?

Mr. Bryant: You don't now, but you will if you remove all of the plants.

Mr. Realmuto: One final question on the numbers. Matt said you're going to replace or install the Japanese blueberry on eight islands, is that correct?

Mr. Bryant: Correct.

Mr. Realmuto: That's four islands?

Mr. Bryant: Correct.

Mr. Realmuto: That would be 32 Japanese blueberries. Wouldn't that be times four?

Mr. Bryant: Yeah. Sounds correct.

Ms. Landgrebe: Dana, aren't you also potentially we've been talking to you about this parking lot here.

Mr. Bryant: Correct.

Ms. Landgrebe: We're talking three pretty good projects.

Mr. Bryant: Correct.

Ms. Landgrebe: If we were to consider all of them at once, I'm assuming you can do a better deal for us.

Mr. Bryant: I can try. We've already reduced things considerably. Like I said, I'm willing to eat the labor for the two additional islands. We're already trading off the labor for the island in parking lot. I can look at it. We can tighten up a little bit if we're doing it all at once, but at the same time, we've cut it pretty significantly.

Ms. Landgrebe: I suggest we might want to consider doing all three. Every month that we delay prices have gone up and we've been talking about out here if now for a considerable length that time, the stones are a safety hazard, the oak trees will damage. It's time, I think.

Mr. Bryant: Keep in mind that one proposal that you're looking at doesn't include, I told Matt we will willingly lift the existing oak trees but that doesn't include any removals.

Ms. Landgrebe: Lift and then put them where?

Mr. Bryant: Raise the canopy. There's some especially the one on the end, the larger one.

Ms. Landgrebe: I thought you said you were to remove that first one.

Mr. Bryant: There was a proposal for that as well. That is not the proposal you're looking at.

Mr. Realmuto: I don't see any proposal in front of us from the parking lot. In fact, didn't we approve the removal of one tree now?

Mr. Fisher: No, you guys tabled it. So we went back to Dana and we got another option was to leave the oak trees alone, remove the rock, put it over by the bottle brush trees by the tennis court, install bromeliads and pine fines in the median and all that done deal. By now the concern is the rock is a hazard to residents tripping, slipping. Bromeliads will not make it an attractive crossover for any guests or residents and it's a visual enhancement as well. So the total for that was \$3,299.96.

Mr. Realmuto: Is that something that was in our packets. We have two quotes in front of us, so we considering a third as well from that.

Ms. Landgrebe: I think at some point Matt that Yellowstone involved in the Aberdeen neither irrigation.

Mr. Fisher: So as Christine mentioned that meter is sitting there at a cost of \$70 a month to the District. That meter waters, those inside shrubs along the Aberdeen fence. So we just need the Board's direction on what to do with that area. We have some prices from Yellowstone right now to fix those. To rerun some piping and put some either drip nozzles or different types of heads. Dana can explain his recommendation if the Board desires to go that route or we can discontinue that meter. Putting those bushes down.

Mr. Howison: So how much is repair of the irrigation system? What's that cost? That's not in front of us, is it?

Mr. Bryant: There was one previously. It's been adjusted slightly but there's a couple of different options. If it was the Board's desire to not, originally, we talked about replacing some of the plants on the backside of the Aberdeen wall, subdue bottle brush or something else. If that was what they wanted to do and we wanted to hard pipe it and put in pop up sprinklers along with maxi jets to the front for purposes of watering the pillars, we could do that. That cost was just under \$5,000, \$4,967.84. If they just wanted to run drip line, we could run a row of drip up and back and put maxi jets from the front to the back without any sprinklers or anything else and that would be \$3,631. Other than that, and then there's still the consideration for West of Aberdeen.

Mr. Realmuto: Dana, is there anything you can do with the irrigation system such that we don't need as larger a meter? My understanding is the reason it's a minimum of \$70 a month is the size of the meter and my question to you is, depending on those different irrigation systems, drip versus the other, or perhaps dividing things into more

zones, we could reduce the size of that meter and therefore our minimum monthly charge. Since we do, I think typically in rainy season go through a few months where perhaps isn't necessary. I'm just looking to get down that charge. Right now, since it's turned off, we're throwing away \$70 a month. Could we reduce that? Perhaps, do the same size meter we use for irrigation at the guard house that's about half that charge.

Mr. Bryant: I don't know what a smaller meter would cost. I don't know if it's worth, what the cost of changing it out would be and the cost of the annual meter. I'd have to look at what meter is there and how many gallons per minute it's supplying and whether or not it obviously depends on whether or not you just wanted to put in drip line or whether or not you want to put in one inch piping with pop-up sprinklers.

Mr. Realmuto: So I'm not asking you for information about the cost of the meters. It's the capacity. What I'm asking you is the capacity. What is the capacity of that meter? Is that what we require or can you reduce it because we know we can cut our ongoing cost in half to the city of Lake Wales if we use the same size meter which is the minimum size meter that's currently installed and used for a little bit of irrigation that there isn't filling the fountain at the guard house. So my question is, do we really require that larger meter? I don't know why it's that large. If we don't, it's a simple decision to go ahead and put in a smaller one, I think. So that's the information we're looking for you. What size do you require?

Mr. Bryant: I don't know what size it is.

Mr. Realmuto: That's something you can come back to us.

Mr. Plummer: We actually now have transpired into four projects instead of one.

Ms. Landgrebe: Exactly.

Mr. Plummer: So let's make a decision. If we're going to incorporate these, at least three of these into one and talk about Aberdeen at a later date or if we want to go with each one individually and make a decision.

Ms. Landgrebe: I'd like to see us bundle all of them and just move forward and see what we can do.

Mr. Plummer: Including Aberdeen, there seems to be some loose ends with Aberdeen to figure meters and those things. I'm not sure we can make that decision today. The other three, I think we could bundle those three if that's the will of the Board is to

bundle the islands, the area that's to the right of the entrance and to the parking lot and did anybody do the math on what that total is?

Ms. Landgrebe: Well, I think Dana, you changed some of the numbers for us.

Mr. Plummer: For the 10 islands was \$48,114.27.

Ms. Landgrebe: That is without reducing labor and some other things. So Christine?

Ms. Wells: I got a little north of \$53,000.

Mr. Fisher: So Dana is going to exclude the islands with blueberry already present. So we're looking for the median for approval for \$44,400 for the median refurbishment phase one right now.

Ms. Landgrebe: Well, no, actually because he's reducing labor.

Mr. Fisher: He's giving us free two islands that have the blueberry on it.

Mr. Plummer: So that's \$4,400 for that one?

Ms. Landgrebe: Thousand.

Mr. Fisher: Thank you.

Mr. Plummer: \$44,000, correct. I just didn't say it correctly. Then we have \$1904.40.

Ms. Landgrebe: Well, there's labor coming off that as well.

Mr. Fisher: He gave us the two islands for free, so we're saving almost \$4,000 off the two islands with the blueberry.

Mr. Plummer: \$1904.40 for the ones on the right side of the entrance. Then you have \$3,299.96 for the parking lot.

Mr. Realmuto: He's rolling it into the savings the two free islands were getting. Think of it that way. Take the win.

Mr. Plummer: Somebody add those three numbers up.

Mr. Howison: It's \$49,500 roughly.

Mr. Fisher: So I'm thinking to not exceed 50?

Ms. Landgrebe: No.

Mr. Fisher: Yes ma'am. That's for all three projects. Boulevard area that was maintained by the golf course.

Mr. Howison: It would probably be the wrong time to suggest we include the original proposal for the boulevard.

Mr. Realmuto: Before we go ahead and move this motion, I think we got the information on the amount. The amount is \$49,500. I have no issues with any of these projects themselves, but I do have a concern about maintaining a new area of what's essentially been the golf course because I'm concerned about the precedent. We're talking about the quote now specifically for the \$1,904 to pull out plans that are there. If it was the arguments being made that it's not part of the golf course. So I guess I just I'm growing frustrated with things being added or transferred from what is the golf course's responsibility to maintain to ours. We're now three years past the time we purchased the golf course and we're still adding new areas that we need to maintain. I just think there should be an objective line that we understand what the golf course's responsibility is versus ours. The question I have and I think I got an answer to it is, shouldn't any area that play for the golf course is valid from? If someone hits a ball there and I realize that it has to be a bad shot because there before the tea or whatever the least alongside it. But if it's valid and someone can play a golf ball off of that, isn't that part of the golf course? If it's out of bounds, well then, clearly, it's not part of a golf course. I'm concerned with the precedence this sets for the objective measure of what's on the golf course and what's out. I don't know if you want to comment on that Lloyd.

Mr. Howison: Thanks.

Mr. Realmuto: I did give you a heads-up.

Mr. Howison: Again, at least three of the four areas are adjacent to that either prior to or adjacent to the pond. So they're behind one of the tees. Two of the areas are behind all of the tees. So Christine, you could bail me out here, but you've got a pretty detailed map of things. It was pretty clear to me that was our responsibility. There is some tradeoff in that they are mowing the area right up here by the sales office or heading to the sales office. Then another area, what's the pond in question that we had a resident had some issues with Matt, is that 20? I think, it is.

Mr. Fisher: Right. Yes.

Mr. Howison: They are mowing around pond 20. That's technically probably our responsibility. So they've agreed they'll keep doing that.

Mr. Realmuto: It sounds like overall you feel it's a reasonable thing going forward?

Mr. Howison: I do.

Mr. Realmuto: If I'm okay with that. Thank you. I just wanted to get that on the table and clarify it so we don't continue seeing this. I do want to say that, and I feel like it's my responsibility to point it out to the Board. For whatever reason, I think we should have, but we didn't include it in the capital reserve fund in our fiscal 2023 budget. We probably should have. Clearly, this needs to be done. I think the cost has come down to something that we can do it and if we didn't do it now, we would wind up just doing it later for more money, so I am in favor of doing this. You have to be careful about when the payment comes due. At the end of our fiscal year, that new tax revenue hasn't started rolling in. I guess we have sufficient reserves at the capital reserve to cover it, so maybe that's not an issue. We want to be clear that it's going to be charged to that account. We probably need to create a new line item for it because we don't have one currently in the budget for that. But with that said, I'm in favor of it.

Mr. Plummer: So what I'm hearing is that the three projects that we talked about, which in total is \$49,500.

Mr. Howison: I came out to \$49,403.

Mr. Plummer: I'm looking for a motion to do that.

Mr. Realmuto: I move that we approve the three projects for a not to exceed amount of \$49,500.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, the Quotes from Yellowstone with a Not-To-Exceed Amount of \$49,500 , was approved.

Mr. Fisher: Thank you, Dana. You guys do most of the work. Just lastly, I included some facility maintenance updates and as Christine alluded to, we've been identifying with Steve areas we can cost-save and just recently came to mind that maybe we can install more motion-sensor lights and maintenance closets, attics areas that we tend to forget to turn off lights. So that's what Alex and I will be working on under the maintenance forecasts for this month, getting those installed and identifying other future savings. Any other questions?

Ms. Landgrebe: Yes. I would like to just follow up in regards to the irrigation, or whatever it is that's in question. If we could bring all the facts for next month that would be very helpful.

Mr. Fisher: Yes ma'am. We will meet with Dana and we'll gather all that information for next Board meeting.

Ms. Landgrebe: Well, let's hold it. I'll give you an extra month to December since November we need to focus on the restaurant.

Mr. Fisher: Yes, ma'am.

Mr. Plummer: Thank you, Debby.

Mr. Fisher: All right.

Mr. Plummer: Thank you, Matt. I appreciate all your work in working with Dana to work out these projects as well.

E. District Manager's Report

Mr. Plummer: Moving along to the next item on the agenda is the District manager's report.

Ms. Burns: We discussed it earlier, but just a reminder that the November date is November 28th. We moved that back because of the holiday and because we have a new supervisor joining the Board. Since we have a new supervisor joining the Board, that means we have one supervisor whose last meeting this is. We're going to turn it over to Mike for a second here and he's pass along our thanks to Bob.

Mr. Plummer: If you were wondering why a smile was on my face this whole meeting now you know.

Mr. Costello: This makes me think that it may be worth while leaving. You look great. Bob, we want to thank you for the time that you spent here. You've always spoken your true mind and voted with your heart. You've been a very major asset to the Lake Wales community. Congratulations. We hope to see you at future meetings.

Mr. Plummer: Thank you very much. I'll use this term loosely. I enjoyed the last four years. There were points in time that I may not have enjoyed it, but for the most part, I have. I appreciate the plaque as well. That'll go in a place of honor. Well, let me rephrase that. My decorating authority might have an issue on that, but that'll be put in a nice place.

Mr. Costello: What you're saying is happy wife, happy life.

Mr. Plummer: There you go. I appreciate the Board and your support through these four years that I've been here and I appreciate all that. And I think going forward, you've got some big items that you need to pay close attention to and move forward with as well. I'm sure that not only the four of you, but Brenda as well will do very good at taking the time to investigate those and make the proper decisions. Again, thank you very much.

Ms. Landgrebe: Thank you.

Mr. Realmuto: Thank you for your leadership, Bob.

EIGHTH 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: Moving along we have the financial reports. Do you have any questions in the financials?

Mr. Realmuto: No questions. I just want to point out, this is the first report we have through the end of our fiscal year and things are looking pretty good. Some of that may be due to charges that haven't actually come through yet for the month of September. But at least, where the book is currently stand, we showed basically \$18,000 more or surplus of \$18,000 beyond what we budgeted in the administrative portion of the budget and approximately \$46,000 in the field expenditures. Again, that'll go down as checks settle. But restaurant losses and arguably a misuse of the capital reserve fund aside, the rest of the budget is looking pretty good right on track and where it should be. Thank you to everybody who helped make that happen.

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

NINTH ORDER OF BUSINESS

Public Comments

Mr. Plummer: Next item is public comments.

Larry Hillock (Resident, 4286 Berwick Drive): In listening to the meeting today, I certainly support your desire to utilize the ballroom to generate income but I never heard it brought up once to protect the ballroom usage for the residents who own the facility, and a lot of clubs and activities that are helping this ballroom, so please give that first priority.

Mr. Plummer: Thank you.

Ms. Landgrebe: Are we supposed to respond?

Mr. Plummer: You can, if you would like.

Ms. Landgrebe: I do want to say I think our staff handles the ballroom and residents use of that really well and they've gone above and beyond to accommodate us. We always have had first preference, I think except if someone does reserve for an outside function well before a resident wants it. Do you have a specific concern? I have to say, I think Sheila and the ladies, and Matt and them, I think they really do look at what we've booked first and then work outside into that. Is that a correct statement, Christine?

Mr. Plummer: I think that you're correct, Debby. I think the staff does a pretty good job at protecting the weekly and monthly, et cetera, things that the members have in here and all that. I think that we're doing a good job and basically renting this room at times it is not being used.

Mr. Realmuto: Yes. I agree, staff does a good job. They're aware of the recurring events, and I don't think would rent out something that they know is being used for an event that has typically been used here. Larry, the reason you hear what might sound like an emphasis on that, I believe is because we've seen the ballroom rentals decrease a lot in what we've done with them since COVID, and we're not trying to dramatically increase it, but we're trying to get back to where we were pre-COVID. I think is a good way of looking at it. I mean, we used to have, for example, a website to advertise this space for weddings. We no longer do that or have a person actively working on it. So it's essentially to get back to where we were a few years ago so that the larger community is aware of the resource and when it's not being used by residents to make it available, and bringing in that little bit of extra income to cover the costs of this fantastic amenity for our residents.

Ms. Landgrebe: Thank you for the reminder.

TENTH ORDER OF BUSINESS

**Supervisor Requests / Supervisor
Open Discussion**

Mr. Plummer: Next item on the agenda is supervisor request and open discussion. I have one thing I'd like to bring up here. I received an email in regards to the pink ribbon golf tournament that is coming up here shortly anyway, about a donation or sponsorship from the CDDs. I've sat here for four years and have not seen one come across here like this before, and so I thought since they sent it to me in an email, I would bring it up here, but I think Jill needs to weigh in on this and she may help us with the decision here.

Ms. Burns: Unfortunately, that's not something that we can do. That is not an option for the Board to be able to make a donation of that sort.

Mr. Howison: How much does it cost to sponsor?

Mr. Plummer: There are about four different levels, from \$500 to \$50. Do you want all five of them?

Mr. Costello: No. But I would be more than willing to put \$10 on the table if everybody else would in this way here, we'll have our name over there. Yeah, we can do it as individuals, so I'll put 10 bucks on the table.

Mr. Howison: Me too.

Ms. Landgrebe: I would just like to say that the CDD has sponsored a number of fundraisers for pink.

Mr. Plummer: Not by cash, it's been in kind. It's not like cash money. In kind donations and we don't have that option here.

Mr. Costello: Since Bob is leaving us, we will ask him for \$5 and Brenda for the other \$5.

Ms. Landgrebe: No. I would hit Bob up for the \$40.

Mr. Plummer: Anyway, we will take care of that at the close of the meeting.

Mr. Realmuto: Yeah. I think you had started to say Bob, that essentially, we do support these things, not with a cash donation, but we support them the same as we support many other resident led efforts by providing the communication, the articles in the LA Times, the blast, the room at no cost. So there is support there. Let's not let anyone mistakenly think that we don't, because we're government we're simply not allowed to make that kind of donation in cash.

Mr. Plummer: Okay. Anybody else? If not?

Mr. Howison: It's your last meeting, I think it should fall to you.

Mr. Plummer: Okay. Wait a minute.

Margo Stevens (Resident): I have spoken to this issues a couple of times and nothing has been done. There are, on the golf course, some palm trees with plants underneath them and earlier this year, they put some more sand in or whatever that is, it's white, underneath them. Most of it now is in our gutter or down our sewer system. I would like to see somebody do something about containing that white stuff they put under the palm trees on the golf course. Thank you.

Mr. Howison: Margot. I say that we just approved a few minutes ago for the four areas coming in the gate, we'll put some Bermuda grass there to keep the shelves from coming onto the road. This CDD can't do anything about the golf course itself.

Margot Stevens (Resident): Well you do have a meeting where you meet with the people who do have the possibility of doing that, and I would appreciate it if you would bring it up at that meeting.

Mr. Plummer: I think we've already discussed that with them, correct me if I'm wrong, but there is a project in place to do very similar things that Lloyd just talked about on the golf course as well as coming up the Boulevard. Am I not, correct? So exactly what we proposed to do and the four that we're taking care of the golf course is doing and the rest of them have that project on their list to take care of.

Margot Stevens (Resident): The golf course is doing it?

Mr. Plummer: Yes.

Margot Stevens (Resident): Took them a year.

Mr. Plummer: Well, the good part is it didn't take them two years.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

SECTION A

SECTION I

RFP - HEATON

First I would like to thank all the CDD Board Members for your time & consideration in the selection of the management of the restaurant. As, I believe, each of you know, we applied for the position on the last go around. I definitely understand why Metz was chosen. It was a different direction that seemed it would offer more longevity, as compared to the entities prior. Unfortunately, this was not the case.

What we bring to the table along with our combined experience, is something that the operators of the past have not had. This is, as residents of Lake Ashton, we have a deep concern & desire to have the restaurant be a viable entity & viewed in a favorable light by the majority of LA residents.

We have been very happy & proud to say we live in this wonderful community. We have made so many acquaintances and friends that want to be supportive of this special asset that we have. This truly pushes us to want to make it happen. We also have a vested interest as we realize that this amenity can affect the value of our homes, either negatively or positively.

If we are selected for this position, our goal is to make each guest feel welcome, offering great service, along with a varied menu and good quality food at a fair price. (We are not tied into one supplier, so we have the ability to shop around for the vendor with the best product for the best price). Along with this we will take advantage of what we view as the many missed opportunities in the past. That is to make this facility the place to gather & enjoy many of the special social events taking place, ex: Super Bowl, Steeple Chase, St. Patty's Day, to name just a few.

We will decorate for & celebrate the holidays, adding accompanying specials to the menu. Also, we will be promoting specials for our golfers, Bingo players, Sunday Funday guests. We will keep a strong Social Media Campaign, and also a local advertising campaign.

These are just a few of the numerous ideas we have, that we will implement, to bring patrons into the establishment.

ANN ABRAHAM-HEATON

EXPERIENCE IN THE FOOD SERVICE INDUSTRY:

Owner, Operator at Provisions by The Butcher, Baker & Basket Maker
Brochure Attached

Business License
Food Handler's Certificate
Beer & Wine License

Gourmet Food Shoppe Offering:

Top Quality Spiral Sliced Glazed Hams, Smoked Turkey Breast & Whole Turkeys
Reseller of Omaha Steak Products
Specialty Desserts
Serving Gourmet Sandwiches & Salads
Catering & Delivering Luncheons to Medical Offices & Businesses
Hosting Pharmaceutical Events for Physicians On Site
Custom Gift Baskets
Corporate Gifts

Reseller of Omaha Steak Products

Specialty Desserts
Serving Gourmet Sandwiches & Salads on Site
Catering & Delivering Luncheons to Medical Offices & Businesses
Hosting Pharmaceutical Events for Physicians
Custom Gift Baskets
Corporate Gifts

ONSITE MANAGEMENT - SOMEWHERE SPORTS BAR & GRILL

Took over an establishment that was operating with some unscrupulous tactics & in the red. We worked for the wife of the husband, that was killed in a vehicle accident. She had no experience or desire to operate this establishment. She brought us on board to reopening Somewhere.

A testimonial told to us, by a 13+ year employee, who at one time, his family owned & operated the business, said to Jeff & I:

"I have to give it to you two. I have never seen this business be so successful in all my time here, even with all the different owners and you 2 do everything above board & legal."

Areas of Responsibility:

All day to day operations.

Scheduling Staff

Overseeing All Food & Alcohol Ordering

Paying All Invoices, Rent, Utilities, Licensing, etc.

Bookkeeping, Daily, Monthly, Annual Records

Reporting Payroll to Payroll Co.

Assuring all Insurances are in Place

Created Menu & Restaurant & Bar Specials

Planning & Promoting Events

JOSEPH M SIROIS

264 Hummingbird Ln, Winter Haven, FL 33884 H: 863-969-3813 C: 863-207-1670 pizzapro@outlook.com

PROFESSIONAL SUMMARY

Restaurant Manager *Owner/Operator Detail-oriented and innovative management professional with solid hospitality industry expertise in restaurant operations management in high pressure environments. Versed in the application of various analytical factors to determine optimal pricing structures and inventory levels. Proven skills in managing employee relations and producing effective scheduling matrices. Key proficiency include: Inventory Management *Staff Training *Operations Management Food Safety Protocols *Documentation *Employee Scheduling Recruiting / Retention *Training Programs *Payroll / Accounts Payable Daily Receipts *Customer Service *Logistics Planning Dedicated, hardworking restaurant management professional with extensive daily planning and operations experience. Skilled in staff training and development.

SKILLS

MS Word *MS Excel *MS Outlook *MS Internet Explorer

- Service-oriented
- Inventory control and record keeping
- Staff scheduling
- Food service background
- Strong work ethic
- Point of Sale (POS) system operation
- Passion for customer satisfaction
- Proven cost-control expert

- Business operations expertise
- Food Standards enforcement
- Food Handler certificate
- Food safety certified
- Extensive food/beverage knowledge
- Proficient in customer service
- Operations management

WORK HISTORY

Assnt. Kitchen Manager/Line Cook, 04/2012 to 02/2016

Somewhere Sports Bar and Grill – Winter Haven, FL

- Spoke with patrons to ensure satisfaction with food and service
- Prepared food items
- Skillfully promoted items on beverage lists and weekly restaurant specials.
- Relayed food orders to cooks
- Inspected and cleaned food preparation areas to ensure safe and sanitary food-handling practices
- Portioned, arranged, and garnished food, and served food to waiters or patrons
- Prepared daily food items, and cooked simple foods and beverages
- Ensured food was stored and cooked at correct temperature
- Purchased adequate quantities of necessary restaurant items, including food, beverages, equipment and supplies.
- Recognized and formally acknowledged outstanding staff performance to boost company morale and productivity.

Lead CSR, 01/2008 to 04/2012

Circle K, Inc – Cypress Gardens, FL

- Assisted customers with pleasing and admirable communication.
- Demonstrated to scan the bar code or enter the price of merchandize into a cash register.
- Ensured ideal accounting by calculating sales and maintaining records.
- Verified the age of customers when selling lottery, alcohol or tobacco products and made sure they are not

underage.

- Ensured balancing cash drawer.
- Arranged merchandize and stocking shelves and ensured clean maintenance.
- Carefully interviewed, selected, trained and supervised staff.
- Recipient of multiple positive reviews acknowledging dedication to excellent customer service.
- Ensured superior customer experience by addressing customer concerns, demonstrating empathy and resolving problems on the spot.
- Provided an elevated customer experience to generate a loyal clientele.
- Greeted customers entering the store to ascertain what each customer wanted or needed.
- Developed reputation as an efficient service provider with high levels of accuracy.

Owner/Operator, 01/1999 to 01/2007

Richie's Northern Pizza, Inc – Auburndale, FL

- Supervise a team of 12 employees for a facility with \$1/2 million in annual revenue.
- Plan, organize, and manage operations for the restaurant, bar, and other food / beverage services.
- Ensure compliance to health and safety regulations.
- Operations
- Carefully interviewed, selected, trained and supervised staff.
- Clearly and promptly communicated pertinent information to staff, such as large reservations or last minute menu changes.
- Organized special events in the restaurant, including receptions, promotions and corporate luncheons.
- Carefully developed a lucrative annual food and beverage marketing plan and strict budget to maximize profits.
- Correctly calculated inventory and ordered appropriate supplies.
- Led and directed team members on effective methods, operations and procedures.

Manager, 01/1993 to 01/1999

Richie's Northern Pizza – Auburndale, FL

- Managed a team of 8 employees in a high activity fast food restaurant environment.
- Monitored food preparation and ensured compliance with health and safety regulations.
- Maintained work schedules for servers and kitchen staff members.
- Ordered inventory based upon food consumption estimates; inspected incoming food inventory for quality and freshness.
- Supervised the execution and documentation of kitchen and dining area cleaning efforts.
- Managed employee records, prepared payroll, and handled accounts payable.
- Totaled receipts and balanced against daily sales figures.
- Ensured preventive maintenance of equipment.
- Met with sales representatives.
- Recruited, hired, and trained staff.

Asst. Manager/Co. Manager, 01/1991 to 01/1993

Wendy's International – Auburndale, FL

- Purchased adequate quantities of necessary restaurant items, including food, beverages, equipment and supplies.
- Met, greeted and encouraged feedback from customers and used feedback to implement positive changes within the restaurant.
- Carefully interviewed, selected, trained and supervised staff.
- Interacted positively with customers while promoting hotel facilities and services.
- Actively participated in ongoing customer service programs to build sales and rapport in the community.
- Promoted a positive atmosphere and went above and beyond to guarantee each customer received exceptional food and service.

- Led and directed team members on effective methods, operations and procedures.
- Maintained a safe working and guest environment to reduce the risk of injury and accidents.
- Developed, implemented and managed business plans to promote profitable food and beverage sales.

Restaurant Manager, 01/1984 to 01/1989

Richie's Northern Pizza, Inc – Auburndale, FL.

- Promoted a positive atmosphere and went above and beyond to guarantee each customer received exceptional food and service.
- Led and directed team members on effective methods, operations and procedures.
- Prepared for and executed new menu implementations.
- Oversaw front of house personnel to maintain adequate staffing and minimize overtime.
- Maintained a safe working and guest environment to reduce the risk of injury and accidents.
- Skillfully interacted with external vendors to obtain the best quality in pricing and product.
- Promoted the business through participation in and sponsorship of community events.

EDUCATION

Associate of Applied Science: Hotel and Restaurant Management, 1989

American Hotel and Motel Assoc. - Tampa, FL.

Hotel/Restaurant Management

- Emphasis in Food Service Management
- 3.8 GPA
- Coursework in Food Service Management and Restaurant Management
- Coursework in Marketing, Accounting and Cost Control
- Certificate in Nutrition Science
- Culinary Arts coursework
- Coursework in Business, Management and Communications
- Emphasis in Business Administration

JEFF HEATON

EXPERIENCE IN THE FOOD SERVICE INDUSTRY:

Royal Plaza:

MOD, Manager on Duty, overseeing all facets of the establishment.
Front Desk, Valet, Restaurants, Handling all Complaints, Housekeeping,
Engineers, Ground Keepers

GROSNER:

Assistant Security Director
All duties listed above.

SOMEWHERE SPORTS BAR & GRILL:

Hiring, Firing, Training Personnel
Cleanliness of Restaurant, Kitchen, Restrooms
Adhering to all Dept. of Agriculture Standards for Inspections
Insuring All Food Handling Certificates Stay Current
Backup Assistance When/Where Needed
Communicating w/Customers Insuring all is Fine with Meal/Service
Attending Food Shows
Loss Prevention
Conducted Staff Meetings

3 CHALLENGES INHERENT IN OPERATING A RESTAURANT IN AN AA GATED COMMUNITY

CHALLENGE # 1:

Getting residents to use the restaurant, rather than going outside to other restaurants.

SOLUTIONS:

Having great quality food at reasonable prices.

Offering a varied menu with a wide range of pricing

Making customers feel welcome & letting them know their patronage is appreciated

Make it a "fun" place to be

CHALLENGE # 2:

To have the ability to service all residents, including those that are homebound.

SOLUTION:

We will offer home delivery to Lake Ashton Residents.

Being mindful of special dietary needs

CHALLENGE # 3:

Drawing from Lake Ashton Residents, as well as, outside areas.

SOLUTION:

Keeping an active & updated Social Media Campaign, Holding & Advertising Inside & Outside Lake Ashton for Special events & entertainment.

HEATON - LUNCH & DINNER IDEAS:

In response to the Restaurant Focus Group's results of their questionnaires, our menu will be similar to a typical casual full-service restaurant/bar. Some ideas below:

MENU:

Appetizers
House-Made Chili & Soups
Variety of Fresh Salads
Variety of Pizzas with house-made crusts
Fresh (Never Frozen) Chicken Wings, Bone-In or Boneless - variety of sauces
House-made Chips
French Fries
Potatoes
Burgers with array of Toppings
Assorted Hot & Cold Sandwiches or Wraps
Diverse Dinners
Choice of Desserts
Multiple Beverages

FULL SERVICE BAR:

Daily/Weekly/Event Specials
Addition of Frozen Drinks

EXAMPLES OF DAILY SPECIALS:

Monday - Beef On Weck or Open Faced Roast Beef Sandwich
Tuesday - Mexican
Wednesday - Italian
Thursday - Pork Tenderloin
Fish or Shrimp - Fried, Grilled, Broiled or Blackened

SUNDAY BRUNCH: 10:00 - 2:00

Brunch Buffet

BAR OFFERING:

Mimosa
Bloody Mary's

HEATON

SOME IDEAS FOR THEMES, AFTER HOUR ACTIVITIES & EVENTS & WE HAVE MANY MORE!!

Food & Drink specials for Golfers during the day
Bingo Menu
Football Game Specials
Super Bowl Specials
Trivia - With Restaurant Gift Cards as Prizes for Winners
Karaoke Night
Luau Night
Country & Western Night
Murder Mystery Dinners
St. Patty's Day Special
Steeple Chase - Best Hat Contest
Christmas - Ugly Sweater Contest
Easter Brunch
Oldies Night
After Dining Hours - Special Abbreviated Menu for Bar

HEATON

3 REFERENCES:

1) Katie Mitchell - 863-221-6178

katiem@cheneybrothers.com

2) Tracey Guimond - 603-321-4868

tracy1105@gmail.com

3) Patti Brankert - 407-287-2040

mtm100@yahoo.com

ESTIMATED TIME TO OPENING DAY:

Our estimation is, it should take about 4 to 6 weeks to be able to open our doors for business. The major factor in this time frame will be in interviewing, hiring and training staff.

If we are able to do so any sooner, we certainly will!

HEATON

A FEW MARKETING IDEAS FOR THE RESTAURANT:

We would hire the same entity that handled our Social Media Campaign for us at our last Sports Bar/Restaurant

We will advertise in The Haven & Lakeland Magazine, which includes the internet, as well as print

Place ad in Coupon Magazine

For LA Residents, Free Meal on your Birthday. Value up to \$15.00

On site advertising to Bingo Players

Advertising Special Discount to LA Groups Meeting/Gatherings

Continue Constant Contact for LA Residents with Menus, Events & Offerings from the restaurant

SECTION II



10/26/2022

Proposal

For Lake Ashton (CDD).



Luigi Signore
MARINA RISTORANTE LLC.

Marina Ristorante LLC.

Dear Christine Wells and respected Board Members

First, let me introduce myself. I have been in the culinary industry for more than 25 years. I am successfully own and operate my restaurant for the last 14 years in Cape Canaveral FL.

I am experienced chef in array of American, European, and Mediterranean cuisine.

Proposal

Plan of the effective way to run this project:

General Operating Idea

The main aspect of running the Lake Ashton Country Club restaurant is to create a friendly and pleasant environment where residents and guests of the community experience a good time as they meet or hang out around the pool.

As a sport bar like, guests can spend their free time entertained as well as having a meal without leaving the comfort of their community at an affordable cost.

Open Buffet Benefit

Open Buffet is my best proposed option. With a large variety of different types of food and drinks will make it easy to serve large number of patrons and create an atmosphere of a place where residents can come to meet friends and hang out to spend good time out of their day without going out of the community.

Suggested Drinks

Alcoholic as well as soft drinks, coffee, tea, Espresso, Cappuccino, smoothies etc.

We will have a fridge with a large variety of cold sandwiches and desserts for quick snacks and/or fast breakfast meals.

The Restaurant

In a sport bar environment and restaurant atmosphere:

We will offer a sit-down menu with different choices of food. We will offer and organize some entertainment for all guests such as wine testing, cooking classes, trivia, karaoke nights, comedian concerts as well as fund raising.

Tables will be kept at upper scale with menus of a higher quality of special appetizers, salads, homemade pastas, and of course high-quality food. All items will be served at the at most above and beyond customer service.

We also propose offering the Lake Ashton Community exclusively carry outs and delivery services.

Marina Ristorante LLC.

The Ball Room

Create open buffet for hire upon request for catering events as well as serving members everyday breakfast (7:00 am – 10:30 am), lunch and dinner.

Food will be held hot/cold on wheeled cabinets.

Suggested but not Limited

Proposed Breakfast Menu

Includes but not limited: pancakes, eggs, omelets, scrambled eggs, frittatas, tortilla spaniola, sausages, donuts and more.

Proposed Lunch & Dinner Menu

Per attached printed menu, example.

4-6 different types of rice and pasta. 2-4 types of soups (Veggies). 4-6 types of salads. 4-8 types of chickens. 4-6 types of pork. Pizza and sandwiches.

Also, includes variety of dessert & drink choices: Ice Cream, Coffee, Espresso, Cappuccino, and soft drinks.

We offer food of different ethnicities. i.e. Italian, Mexican, Cuban, Caribbean etc.

Proposed prices

Our prices would range (Per Printed Menu):

- Buffet \$8 - \$14 per person
- Breakfast \$4 - \$7 per plate/order
- Lunch/Dinner \$8 - \$16 per plate/order

Food portion would vary between 8-12 ounces. This will facilitate patrons to have a visual menu with large varieties of food to choose what appeals to them with very affordable and reasonable prices.

Proposed Extra Activities

We would create extra fun activities to residents such as:

Cooking Classes, Wine Tasting, Entertainers, Karaoke nights, Bingo etc.

Catering Events

Per your board approval, we propose to accommodate all events at the same time of serving our regular ristorante patrons.

According to size of party, we'd utilize the space by using wheeled cabinets which can be easily moved to different parts of the room.

Marina Ristorante LLC.

Food Served Examples

Per attached printed menu will include upon request:

- **Fish:** Seabass, Crab Cakes, Douer Soles, Branzino, Lobsters etc.
- **Meat:** New York Strip, Ribeye, Ossobuco, Lambchops, Rack of Lamb, Pork Tenderloin, Chickens.
- **Homemade deserts**

An outdoor specials menu will be posted at the door for daily specials!

Prices will vary per printed menu and members discount will apply.

The bar will be open for use for any authorized entity by the board as well as service for the Ball Room and Restaurant.

Our Employees

All staff hired will be screened and background checked.

Our uniforms will have Lake Ashton emblem on it.

Conclusion:

My proposal which I hope it meets your requirements and approval, affirms that I am open to lease the club, or manage the with salary and percentage of revenue.

Truly yours,

Luigi Signore

Luigi Signore

SECTION III

Good Morning,

Thank you for the opportunity to submit this restaurant proposal for Charm City at Lake Ashton.

My name is Nik Minadakis and to say restaurants are my passion is an understatement. 36 years ago I took my first steps in my family's restaurant and I have not stopped running since. My father opened up our restaurant in Maryland 46 years ago and after his passing my brothers and I continued to run and grow the business. I moved to Florida to continue my passion running a successful food truck for 6 years before opening Charm City Seafood as a brick and mortar. We have been open for 2 years and continue to grow. We specialize in seafood and bbq. Menu options include real Maryland crab cakes, grouper sandwiches, shrimp tacos, and salads with homemade dressings. Our bbq options include smoked ribs, pulled pork, half chickens and chicken wings. We take a lot of pride in what we do and actually love it.

As far as "challenges" that I would encounter in a 55+ community, I don't think they are anything that I haven't encountered before. I'm passionate and full of energy and have never taken on a challenge and not conquered it. We will offer delivery to all the houses in the community, also offer call ahead ordering and also plan events with the golf course and pool. I don't want to come in and treat it like a retirement home and I have plenty of ideas to get the residents coming back for more.

I live down the street in Terranova and I have always wanted to go into Lake Ashton with our food trucks or open the restaurant. I know all the neighboring communities and I know many ways to get people to come in and enjoy my food. We have many customers that take the 20 minute drive to visit our restaurant on the daily basis. I invite you all to come out and enjoy a meal and see for yourselves the type of fun and professional business my team and I run.

My timeline for opening, I estimate, would take a month to a month and a half. This would be mainly due to permitting and we would be at the mercy of the city. I have established accounts with Sysco, US Foods and GFS so once approved we can have product in. In the meantime we could set up one of our food trucks in front and that will help build the hype. Residents will be able to get a taste of what's to come.

Below are referrals who can attest to the integrity and passion that I put forth in my business ventures.

Tony Minadakis 443-600-6591

Barbie Wynn 863-258-0868

William Houvardas 863-409-3108

Thank you for taking time to read this and thank you for the consideration. I hope we can continue our talks and move forward with a forever home for "Charm City at Lake Ashton."

My phone number is 443-600-1789. Please feel free to contact me with any questions.

Warm regards,

Nik Minadakis

CEO

CharmCityFL@gmail.com

ENTRÉES

SERVED W/ CHIPS & SLAW
YOU CAN UPGRADE YOUR SIDE

AWARD WINNING CRAB CAKE **MP**

6oz JUMBO LUMP CRAB CAKE BROILED OR
FRIED, BRIOCHE, LETTUCE, TOMATO,
CHESAPEAKE SAUCE

DOUBLE TROUBLE **MP**

2 -6oz JUMBO LUMP CRAB CAKES BROILED
OR FRIED, CHESAPEAKE SAUCE

CHARM CITY PO BOY **16**

SOFT CRAB AND SHRIMP

GROUPE SANDWICH **18**

FRIED, GRILLED, OR BLACKENED BRIOCHE,
LETTUCE, TOMATO, CHESAPEAKE SAUCE

SUPER GROUPE **22**

BRIOCHE, PICKLES, CRAB DIP, CRAB MEAT

CRABBY PATTY **14**

BRIOCHE, LETTUCE, TOMATO, CRAB DIP, CRAB
MEAT

CRABBY CHICKEN **14**

BRIOCHE, PICKLES, CRAB DIP, CRAB MEAT

CHICKEN SANDWICH **10**

FRIED OR GRILLED, BRIOCHE, LETTUCE,
TOMATO, PICKLES

JUMBO SHRIMP **14**

6CT GRILLED OR FRIED, COCKTAIL OR
TARTAR SAUCE

CHARM CITY BOWLS

SEAFOOD BOWL **16**

SHRIMP, SCALLOPS, CRABMEAT, MANGO
PICO, RICE, FAMOUS GREEK SAUCE

BBQ BOWL **15**

PULLED PORK & CHICKEN, BACON, PICKLED
ONIONS, CHEESE, APPLE PICO, RICE, BBQ
DRIZZLE

GREEK BOWL **10**

ONIONS, PEPPERS, OLIVES, PEPPERONCINI,
TOMATOES, CUCUMBERS, FETA, RICE,
FAMOUS GREEK SAUCE

ADD 1 PROTEIN **\$4** ADD 2ND **\$6**

OFF THE SMOKER

SERVED W/ CHIPS & SLAW
YOU CAN UPGRADE YOUR SIDE

RIBS _____ **12**

PULLED PORK SANDWICH **10**

BRIOCHE, PICKLES, AND PICKLED ONIONS

BRISKET QUESADILLA **14**

PULLED CHICKEN SANDWICH **10**

BRIOCHE, PICKLES, AND PICKLED ONIONS

HALF CHICKEN _____ **11**

TACOS 2 OR 3

SERVED W/ CHIPS & SLAW
YOU CAN UPGRADE YOUR SIDE

SHRIMP TACOS **10|14**

FRIED SHRIMP, COLESLAW, CHIPOTLE
DRIZZLE

MAHI TACOS **10|14**

GRILLED MAHI, MANGO PICO, CHIPOTLE
DRIZZLE

PORK OR CHICKEN TACOS **8 | 11**

PULLED PORK OR PULLED CHICKEN.
APPLE PICO, BBQ DRIZZLE

SIDES

FRENCH FRIES _____ **6**

COLLARD GREENS _____ **4**

BBQ BAKED BEANS _____ **4**

MAC & CHEESE _____ **6**

PREMIUM UPGRADES

SUBSTITUTE CHIPS OR SLAW

CRABBY FRIES **6**

CRABBY MAC & CHEESE **6**

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness

APPETIZERS

SIGNATURE FRIED RIBS — 10

SMOKED HAND BATTERED & FRIED

CHARM CITY CRABBY RIBS 14

FRIED RIBS TOPPED W/CRAB DIP & LUMP
CRAB MEAT

CRABBY PRETZEL — 11

CRAB DIP, CRAB MEAT & OLD BAY

CRABBY FRIES — lg 16 sm 11

CRAB DIP, CRAB MEAT, OLD BAY & CHIPOTLE
SAUCE

CALAMARI — 13

FRIED PEPPER STRIPS & SWEET CHILI SAUCE

BBQ FRIES — lg 14 sm 10

PORK & CHICKEN, CHEESE, JALAPENO, APPLE
PICO, SOUR CREAM, SWEET BBQ

CRABBY MAC & CHEESE lg 14 sm 10

CRAB MEAT, OLD BAY, AND CHIPOTLE

Crab Balls — 14

MINI CRAB CAKES

SALADS

ADD 1 PROTEIN \$4 ADD 2ND \$6

GREEK — 10

LETTUCE, TOMATOES, ONIONS, PEPPERS,
CUCUMBERS, OLIVES, FETA, PEPPERONCINI,
HOUSE DRESSING

GARDEN — 9

LETTUCE, TOMATOES, ONIONS, PEPPERS,
CUCUMBERS, RANCH, BLUE CHEESE, OR
HOUSE DRESSING

ADD CHICKEN OR SHRIMP FOR \$3

LITTLE PIGGIES

10 AND UNDER

SERVED WITH FRIES AND KIDS DRINK

CHICKEN TENDERS — 6

FRIED SHRIMP — 7

PULLED PORK SANDWICH — 6

MAC & CHEESE — 6

*\$2 more for adults

WINGS

ADD A SIDE FOR \$2

SMOKED, BATTERED AND FLASH FRIED

HONEY OLD BAY

OLD BAY HOT SAUCE

OLD BAY DRY RUB

SWEET BBQ

8CT 11

16CT 20

24CT 30

Daily Food Specials!
Beer & Wine Available.

863-533-5685

330 Old Bartow Eagle Lake rd

Bartow, FL 33830

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness

Follow us on Facebook



Charmcityfl@gmail.com



SECTION VII

SECTION A

**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. That any increase in the Total Fee for Services for future extensions will be delivered to the District no later than ninety (90) days prior to the expiration of the Agreement.
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.

Attest:

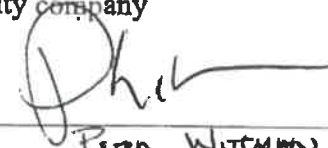

Secretary/Asst. Secretary

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 
Print: Robert J. Plummer
Title: Chairman/Vice-Chairman of the
Board of Supervisors

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC,** a Florida limited
liability company

Witness

By: 
Print: Piren WITTEN
Title: Branch Manager

Witness

LANDSCAPE MAINTENANCE AGREEMENT

(Lake Ashton Community Development District and Yellowstone Landscape-Southeast, LLC)

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement"), effective as of the 1st day of October, 2021 (the "Effective Date"), between the **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company (hereinafter referred to as "Contractor"), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; and (ii) the Yellowstone Landscape Proposal attached hereto as Exhibit "A" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The term "Services" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor. The term for this Agreement is one year beginning on the Effective Date and ending on September 30, 2022.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Jill Burns; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$16,210 per month for all Services listed in the Proposal for that month, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has,

by careful examination, satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor 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. Contractor shall obtain, for each individual Contractor employee on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contract or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to the District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT JBURNS@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability 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.

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

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion

of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordination of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. 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 Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *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 Agreement, 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 Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Lake Ashton Community Development District
c/o Governmental Management Services–Central Florida,
LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Jill Burns, District Manager
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Contractor: Yellowstone Landscape-Southeast, LLC
P.O. Box 849
Bunnell, Florida 32110
Telephone: (386) 437-6211

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

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

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN POLK COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

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

24. 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 contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
LANDSCAPE MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
affective as of the day and year first above written.

DISTRICT:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC**, a Florida limited
liability company

By: _____

Print: _____

Title: _____

EXHIBIT "A"

PROPOSAL

Proposal No. 111225; Proposal No. 106804; Proposal No. 111225

[ATTACHED]

Lake Ashton 2021 - 2022 Budget

Contractor: Yellowstone Landscape

**Address: 1773 Business Center Lane
Kissimmee, FL 34758
Phone: (407) 396-0529**

Contact: Rob Stultz

Property: Lake Ashton CDD

**Address: 4141 Ashton Club Drive
Lake Wales, FL 33859**

Phone: (863) 324-5457

Contact: Christine Wells

Dates: 10/1/2021 through 9/30/2022[illegible]

EXHIBIT A SCOPE OF SERVICES

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under the contract.

1.1.1 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

1.1.2 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

1.3 Personnel Dress Code

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

1.4 Personnel Conduct

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

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon availability of space and receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A "document log" shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred

- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole property of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

1.12 Certification

Contractor shall possess and provide owner with evidence of all necessary certifications and/or licenses to perform the services required under this Scope of Services.

1.13 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

2. COORDINATION

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

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and

critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of construction, operation, and general maintenance within Lake Ashton Community Development District is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- TECO/Peoples Gas
- Polk County and its various departments
- City of Lake Wales and its various departments
- SWFWMD
- Adjacent property owners, as directed by the Owner
- Lake Ashton II Community Development District Lake Ashton Golf Club Manager

2.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Lake Ashton II, specifically the areas of COD maintenance. Exhibit B includes a map identifying the general limits of COD maintenance. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times per year for St. Augustine and 32 times per year for Bahia, or as needed.

- b. Bahia located in undeveloped areas and within limits shall receive mowing once every other week from March through October and once per month from November through February. Mowing shall be performed for these areas at a minimum frequency of 32 times a year.
- c. Turf areas shall be cut to a height of no more than four (4) inches nor less than two and one-half (2½) inches, to foster photosynthesis and healthy root development per IFAS.
- d. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- e. Mulching type-mowing equipment is preferred, and no side discharges are permitted on walk-behind mowers.
- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- g. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise un-mowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. Grass runners around all ponds will be trimmed every other mowing between March October and every mowing between November February, or as needed. To protect against erosion and filter run-off. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied with the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Additional applications of micronutrients may be needed in July or August for St. Augustine turf.
- b. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include: a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- c. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- d. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- f. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- g. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor will provide one (1) application (full coverage) of insect control per year in the month of March, for St. Augustine. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base Scope of Services.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every four weeks, or as needed. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. There is Creeping Fig on the perimeter wall east and west of the main entrance. The contractor will prune the Fig at least four (4) times per year.
- f. Summer flowering shrubs shall be pruned yearly during late winter/early spring {late February- April}.
- g. Spring flowering shrubs shall be pruned yearly after blooming.
- h. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- i. Conifers shall be pruned yearly after the foliage of the new growth has changed color.

- j. Ground covers shall be edged and pruned to contain them within the planting beds.
- k. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- l. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- m. A general schedule of pruning will be submitted as an annual guideline for approval
- n. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1 Forty percent nitrogen derived from sulfate; 60% from controlled release .
 - 2 A ratio of nitrogen to potassium at 1 to 1.
 - 3 Two percent iron, minimum.
 - 4 Two percent magnesium, minimum.
 - 5 One percent magnesia, minimum.
 - 6 Three percent phosphorous, minimum.
 - 7 Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.

- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. BMP is monitored monthly, applied as needed. If plants are lost due to Contractor neglect or failure, plants will be replaced by the Contractor at the Contractors expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

Premium grade cocoa brown mulch shall be installed one (1) time per year in the Fall at a depth of 1.5 inches to 2 inches. Mulch in excess of 2 inches shall be removed from the planting areas.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Annuals

- 3.1.1 Annual flowers will be changed out (3) times per year with selected "standard" varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen. Please consult with the owner about recommended plant types prior to installation.

- 3.1.2 All soils are to be rota-tilled to a depth of 4 inches after removing and prior to installing new flowers. Annual mix soil will be replenished up to (3) times a year with the annual rotation if necessary
- 3.1.3 Annual flower beds will be serviced (52) times a year to remove flowers that are fading or dead {deadheading} to prolong blooming time and to improve the general appearance of the plant. Any damaged or dead flowers will be replaced, at Contractor's expense.
- 3.1.4 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.1.5 Annual flower beds are not to be left empty for more than (5) working days at any given time, unless replacement is prevented by severe weather conditions.
- 3.1.6 Flower saver plus {or comparable product} which contains beneficial soil microorganisms and rich organic soil nutrients will be incorporated in the annual flower change. Supplemental top dressing with a control release fertilizer and/or soluble fertilizer (such as Peters 20-20-20) will be applied to enhance flowering and plant vigor.

3.4 Tree Care

3.4.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- 1. Oaks: Generally, prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
- 2. Crape myrtles: Crape myrtles shall be tipped in February and August, but only by approximately two to three feet. Sever topping shall be considered out of character.
- 3. Wax Myrtle: Wax myrtles shall be tipped mildly in February, cleaned at the base to two feet clear trunk and dead wood removed.
- 4. Holly: Hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided, unless directed by the Owner.
- 5. Ligustrum: Ligustrum's shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
- 6. Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
- 7. Palm Trees: Only brown or broken fronds shall be removed at time of pruning. Standard Palms, including Sables and Washingtons, shall be pruned two (2) times per year, or as needed. Tropical Palms, including Queens, Royals, Coconuts and Medjools, shall be pruned two (2) times per year, or as needed.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.

- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.4.2 Fertilization

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.4.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.4.4 Mulching

All individual isolated trees shall have their tree ring re-mulched as per the requirements of 3.2.5.

3.4.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.4.6 Hand Watering

- a. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.15. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

3.5 **Irrigation System**

3.5.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.

- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once a month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - 1. Activate each zone of the existing system.
 - 2. Visually check for and report and damaged heads or ones needing repair.
 - 3. Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- d. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

3.6 **Litter and Debris Removal**

3.6.1 Trash Receptacles

- a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of five times per week. This includes trash receptacles at the Tennis and Bocce Ball courts and around the exterior of the Clubhouse. All trash shall be disposed of in the Clubhouse dumpster. Replacement liners shall be provided by the Contractor.

3.6.2 Landscape Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of in the Clubhouse dumpster.

3.6.3 Road Rights-of-Way, Ponds, Recreation Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of off-site.

3.6.4 Clubhouse Grounds and Associated Amenities

Contractor shall blow off debris from all Clubhouse grounds and associated amenities at least once daily.

3.7 **Fountains**

The Contractor will provide monthly service to the landscape fountains located at the entrance of the Lake Ashton Clubhouse and at the Thompson Nursery Road entrance. The fountains should be drained and cleaned monthly, or as needed. The fountains pumps should be checked and repaired as necessary, at the Owners expense. The fountains will be free of chlorine products as not to destroy the plants/grass surrounding the fountain.

4. **Pond Maintenance**

The Contractor shall mow, edge, trim, and cleanup pond bank areas for the thirty-one (31) ponds and green space areas as indicated on the attached Landscape Maintenance Area Map. Services are to be performed as follows:

- Mowing - pond side directly touching homesites at an occurrence rate of at least forty- two (42) maintenance services annually, or as is necessary
- String Trimming - pond side directly touching homesites at an occurrence rate of at least twenty-one (21) maintenance services annually, or as is necessary
- Mowing and String Trimming - pond sides not touching homesites at an occurrence rate of at least nine (9) maintenance services annually.

5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 **General**

The Contractor shall be responsible for all repairs within the Lake Ashton Community Development District's limit of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven

(7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

5.2 **Damaged Facilities**

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no change to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 3.5.

5.3 **Emergency Repairs**

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense.

If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

5.4 **Unscheduled Maintenance**

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services: Raise the height of irrigation heads.

- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

6 RESPONSE TIME

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

6.1 General

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

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Irrigation adjustments: 48 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as twenty- four (24) hours.
- Plant material replacement: two (2) weeks

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

6.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

7 Termination

In the event of termination, the current and future contract includes a mulch budget of \$4,500 in Spring, and \$9,000 in Fall. In June of 2021 stone was installed in lieu of the Fall mulch to areas at the Clubhouse and front entrance. The cost of the stone was to be paid in four (4) payments equal to the Fall mulch budget (\$9,000) totaling \$36,000. In the event of termination prior to the completion of the 2023/2024 contract that ends on September 30, 2024, a pro-rated amount will need to be satisfied.

END OF SCOPE

SECTION B



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

September 25, 2022

Lake Ashton Community Development District
Governmental Management Services, LLC
5385 N Nob Hill Road
Sunrise, FL 33351

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Lake Ashton Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Lake Ashton Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

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Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Lake Ashton Community Development District
September 25, 2022
Page 2

- Obtain an understanding of internal control relevant to the audit 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 District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Lake Ashton Community Development District
September 25, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Lake Ashton Community Development District
September 25, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Lake Ashton Community Development District's financial statements. Our report will be addressed to the Board of Lake Ashton Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Lake Ashton Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Patti Powers. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Lake Ashton Community Development District
September 25, 2022
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Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,750, unless the scope of the engagement is changed, the assistance which of Lake Ashton Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Lake Ashton Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Lake Ashton Community Development District, of Lake Ashton Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Lake Ashton Community Development District
September 25, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Lake Ashton Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Lake Ashton Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Lake Ashton Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Lake Ashton Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Lake Ashton Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Lake Ashton Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Lake Ashton Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



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

Lake Ashton Community Development District
September 25, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

_____, _____



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jdb@baggettand.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 25, 2022)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
5385 NORTH NOB HILL ROAD
SUNRISE, FL 33351
TELEPHONE: 407-841-5524
EMAIL: PPOWERS@GMSCF.COM**

Auditor: J.W. Gaines

District: Lake Ashton CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 25, 2022

Date: _____

SECTION VIII

SECTION B



11/28/2022

**Lake Ashton I CDD Meeting
Engineering Report**

- 1) **Dunmore Pavement Repairs**
 - Work to begin the week of 11/28.
- 2) **3044 Dunmore**
 - Investigating inlet at location of sand in roadway.
- 3) **4456 Waterford**
 - Quote to repair hole behind inlet approved.
 - Repair date to be determined.

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:
Christine Wells, Community Director

Meeting Date: November 28 2022



Events and Activities

Staff has booked all parties and events for 2023. We are excited to have some new shows and activities for residents. Activities and events through April were included in the December LA Times so residents can "Save the Date".

New Season Tickets are on sale now through December 22.

The following events are scheduled for December and January:

- 12/1 - Beaded Holiday Ornaments
- 12/2 - Brushes & Beverages
- 12/5 - Grapevine Wreathmaking Class
- 12/7 - Giftwrapping & Holiday Bows Class
- 12/7 - Carrabba's Dinners for 2
- 12/7 - Humpday Karaoke
- 12/11 - Sunday Funday with Micha Madore
- 12/14 - Faith Extreme Christmas Concert
- 12/16 - Holiday Golf Cart Parade
- 12/18 - Sunday Funday with Corey Greenway
- 12/20 - Caregiver Support
- 12/20 - Menorah Lighting
- 12/28 - Think & Drink – Empowered Success to Living a Healthy Life
- 12/31 - LA's Rockin' New Year's Eve



- 1/1 - New Year's Day Brunch
- 1/10 – CBD Educational Luncheon
- 1/11 - Humpday Karaoke
- 1/12 - Hotel Jacaranda & Lake Placid Bus Trip
- 1/17 - Lake Ashton Club Fair
- 1/21 - LA Cruise-In
- 1/25 - Vintage Roadshow
- 1/27 - ETS Show: The Bronx Wanderers
- 1/31 - Blue Springs Bus Trip

The Activities Advisory Group is working on an event suggestion form to send out to residents to gauge what type of events resident would like to have at Lake Ashton. The group continues to work on a monthly basis to plan activities for residents.



Restaurant Update:

- Staff has scheduled carpet and tile cleaning in addition to cleaning of the cooking and refrigeration equipment, including both ice machines. This is being billed to Metz.
- Three (3) proposals were submitted by the November 10 deadline and are included in the agenda packet for Supervisor review. The Restaurant Focus Group has looked at all proposals and has provided feedback to Supervisors.



Newsletter:

The November Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on October 31. This issue featured a cover honoring Veterans. The back cover highlighted the Fall Festival and LAPAC's Giant Maze. The December *LA Times* newsletter will be distributed on **Thursday, December 1.**



Monday Coffee:

The following featured speakers are scheduled for upcoming Monday Coffee Meetings.

- December 5: Jingle Bell Jog and Pancake Breakfast
- December 12: Victory Ridge Presents: Santa's Workshop
- January 9: Theatre Winter Haven
- January 30: Lake Ashton Community Action Group

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
 - A credit of \$1242.17 was received due to the change in services for recycling and the prorated rate adjustment.
 - City of Lake Wales was called to evaluate all meters for functionality.
 - A leak adjustment has been submitted for the account that services the Clubhouse due to the leak that was discovered in the Spa.
 - Staff is working with the City of Lake Wales to replace the current meter that services the area along Aberdeen near the Berwick Gate with a smaller meter to save on the monthly charge in that area.

- TECO was contacted to conduct a sales tax audit and to evaluate contracted amounts.
 - 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. Staff is also awaiting confirmation of additional tax credits for the zap cap system that is installed.
- Staff is in the process of evaluating the internet and cable bill for potential savings.
 - Staff has purchased smart TVs to replace the current TVs in the Fitness Center. Two were already broken and in need of replacement. Installing smart TVs will save the District \$10/month per TV for cable boxes that were originally needed.
 - Roku devices were purchased to install on the additional TVs in the Game Room, Guard House and Fitness Center to eliminate the boxes on those TVs as well.
- Staff has begun replacing the current non-programmable thermostats with wi-fi enabled thermostats that can be locked and programmed to save on electric costs.
- Light sensors have been installed in various locations throughout the Clubhouse to save on electric costs.
- Staff is in the process of scheduling resident volunteers to help with pin setting during bowling leagues and move towards a preventative maintenance only agreement with our bowling service provider. Doing so will save the District money each month and will allow for more preventative work to be done to extend the life of the lanes and help to limit the number of times the lanes are down.

Other Information:

- A single vehicle accident involving property damage occurred on September 29 causing damage to the perimeter fence along Thompson Nursery Road in the Aberdeen Lane vicinity. Work has begun on this project and the insurance provider is sending a check for reimbursement.
- Staff is working with the insurance adjuster on a claim for hurricane damage from Hurricane Ian. There were only minor repairs needed after Hurricane Nicole (two street signs needed to be reattached).
- There is a storm water pipe failure near the Thompson Nursery Road entrance. The Polk County Roads and Drainage Department was contacted and is facilitating repairs soon.
- Holiday lighting has been installed at the Guard House and Clubhouse.
- A sinking mailbox near a storm drain inlet was reported at 4456 Waterford. The District Engineer evaluated the area and determined it was the same issue that was occurring in front of the inlets in the Dunmore Drive area. A quote was approved by the Chairman so that work can occur while the contractor is here to work on the areas on Dunmore 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							
Olsen Road Fence Repairs	NTE \$4,500		8/15/2022	12/2/2022	Christine	The vendor determined there were additional damages due to Hurricane Ian. These damages along with the original repairs needed will be facilitated the week of 11/28.	11/21/2022
Lake Ashton Blvd Median Refurbishment	NTE \$49,500		10/18/2022		Matt	Removal of the vegetation in the palm tree beds on the west side when entering via TNR has been removed and the palm trees have been trimmed and sod has been laid. Removal of the Magnolia Trees on the blvd is scheduled for 11/22/22. Installation of Blueberries is scheduled for 11/28/22. Rock has been removed from the west parking lot median and placed under the Bottle Brush Trees near the Tennis Courts	11/21/2022
West Parking Lot Median Refurbishment							
West Entrance Bordering Golf Course Refurb							
Restaurant Floor and Equipment Cleaning	NTE \$2,500 Billed to Metz			12/2/2022	Christine	Cleaning is scheduled to take place the week of November 28	11/21/2022
Fencing/Column Damage Due to Vehicle Accident	Insurance Claim				Christine	Work has begun and insurance is submitting a check for reimbursement.	11/21/2022
Clubhouse Roofing Repairs	Insurance Claim				Matt	Work is tentatively scheduled to begin the week of 11/28	11/21/2022
Column Cap Repairs (TNR Fence)	Insurance Claim				Christine	Work has begun and will be submitted to insurance for possible reimbursement	11/21/2022
Pavement Management/Stormwater Management/Bridges/Pathways							
Dunmore Drive Pavement Repairs	NTE \$28,000		8/15/2022	TBD	District Engineer	Work is tentatively scheduled to begin the week of 11/28	11/21/2022
Sinking Mailbox on Waterford	\$2,900.00				District Engineer	A resident reported a sinking mailbox at 4456 Waterford Drive. After investigation it was determined that there repairs needed at the storm water inlet. It will be repaired when the crew is onsite repairing the areas on Dunmore Drive.	11/21/2022
Completed Projects							
Guard House Roofing Repairs	\$1,900.00				Matt	Roofing repairs were completed	11/21/2022
Installation of Chlorine Automation Equipment	NTE \$3,000	\$2,925.00	9/19/2022	10/21/2022	Matt	Equipment was installed on 10/22/22	10/22/2022

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
Leak in Spa Area	\$2,895.00				Matt	Two leaks were discovered in the Spa. Spies fixed the leak on 11/17/22, conducted a leak investigation and the Spa is now open. A leak adjustment was sent to the City of Lake Wales for an account credit.	11/21/2022
Replacement of Pool Cooling/Heating Unit	NTE \$6,300	\$6,245.00	8/15/2022	10/21/2022	Matt	Equipment was installed on 10/21/22	10/21/2022
<i>Projects on Hold or Being Monitored</i>							
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
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
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: November 28, 2022

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – November 28, 2022

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

Aquatic Maintenance

Lake Ashton CDD staff met with Applied Aquatic to go over the CDD ponds. At this time, there are no major algae blooms to report.

Landscaping Updates

The trees that had fallen into CDD property from the conservation area located behind Aberdeen Lane and Dunmore Drive were removed by Yellowstone.



Yellowstone installed mulch in the Reflection Garden.

- The remainder of the mulch will be installed November 21, 2022.

The Magnolia trees will be removed from the Lake Ashton Blvd median on November 22, 2022.

- The new Japanese Blueberry trees are scheduled to be installed November 30, 2022.

Yellowstone completed refurbishing the areas that were once maintained by the Golf Course.

Facility Maintenance

Staff repaired 2 stop signs that were broken loose from Hurricane Nicole.

Staff replaced corroded locks at the Berwick construction gate.

Lake Wales fire inspector inspected the emergency exits and emergency lights in the Clubhouse.

Staff pressure washed the Reflection Garden pavers.

Spies pool repaired two leaks to the spa.

Staff installed motion sensor light switches in all storage areas.

Maintenance Project Forecaster

Pressure wash Gate House. Start the week of November 28, 2022.

Pressure wash the eastern side of the Clubhouse and walk ways. Start the week of December 5, 2022.

SECTION IX

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
October 31, 2022

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
<u>ASSETS:</u>				
Cash-Wells Fargo	\$152,025	---	\$58,625	\$210,651
Due from Other Funds	---	---	\$100,092	\$100,092
Investment - State Board	\$113	---	---	\$113
Investment - State Board Capita	---	---	\$169,503	\$169,503
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Revenue A	---	\$105,072	---	\$105,072
Prepayment A-1	---	\$82,906	---	\$82,906
Prepayment A-2	---	\$5,356	---	\$5,356
Prepaid Expenses	\$596	---	---	\$596
TOTAL ASSETS	\$152,734	\$403,459	\$328,221	\$884,414
<u>LIABILITIES:</u>				
Accounts Payable	\$90,145	---	\$6,245	\$96,390
Due to Other Funds	\$100,092	---	---	\$100,092
Deposits-Room Rentals	\$4,725	---	---	\$4,725
TOTAL LIABILITIES	\$194,962	\$0	\$6,245	\$201,207
<u>FUND BALANCES:</u>				
Nonspendable:				
Deposits and prepaid items	\$596	---	---	\$596
Restricted:				
Debt Service	---	\$403,459	---	\$403,459
Assigned:				
Capital Reserve	---	---	\$321,976	\$321,976
Assigned	\$31,431	---	---	\$31,431
Unassigned	(\$74,256)	---	---	(\$74,256)
TOTAL FUND BALANCES	(\$42,228)	\$403,459	\$321,976	\$683,207
TOTAL LIABILITIES & FUND BAL	\$152,734	\$403,459	\$328,221	\$884,414

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
REVENUES:				
Interest Income	\$1,000	\$83	\$478	\$395
Capital Reserve-Transfer In FY 22	\$455,901	\$0	\$0	\$0
TOTAL REVENUES	\$456,901	\$83	\$478	\$395
EXPENDITURES:				
Capital Projects:				
Ballroom Renovation	\$11,500	\$958	\$0	\$958
Treadmills (2)	\$10,000	\$833	\$0	\$833
Outdoor Pool/Spa Refurbishment	\$66,800	\$5,567	\$6,245	(\$678)
Lake Ashton Shoreline Restoration	\$16,000	\$1,333	\$0	\$1,333
Gate Operators with LED Gate Arms	\$10,000	\$833	\$0	\$833
Bocce Court Refurbishment	\$20,000	\$1,667	\$0	\$1,667
HVAC	\$27,000	\$2,250	\$0	\$2,250
Asphalt and Curblin repairs	\$20,000	\$1,667	\$0	\$1,667
Golf Course Pathways	\$10,000	\$833	\$0	\$833
Golf Course Bridge Maintenance	\$30,000	\$2,500	\$0	\$2,500
Pond Repairs	\$10,000	\$833	\$0	\$833
Paver Maintenance	\$11,500	\$958	\$0	\$958
Restaurant Equipment	\$16,000	\$1,333	\$0	\$1,333
Other Current Charges	\$650	\$54	\$19	\$36
TOTAL EXPENDITURES	\$259,450	\$21,621	\$6,264	\$15,357
Excess (deficiency) of revenues over (under) expenditures	\$197,451	(\$21,538)	(\$5,786)	\$15,752
Net change in fund balance	\$197,451	(\$21,538)	(\$5,786)	\$15,752
FUND BALANCE - Beginning	\$273,754		\$327,761	
FUND BALANCE - Ending	<u>\$471,205</u>		<u>\$321,976</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$0	\$0	\$0
Rental Income	\$40,000	\$3,333	\$9,000	\$5,667
Special Events Revenue	\$130,000	\$10,833	\$99,784	\$88,951
Newsletter Ad Revenue	\$95,000	\$7,917	\$10,866	\$2,949
Interest Income	\$1,000	\$83	\$113	\$29
Miscellaneous Income	\$5,000	\$417	\$2,361	\$1,944
TOTAL REVENUES	\$2,326,306	\$22,583	\$122,124	\$99,540
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$333	\$417	(\$83)
FICA Expense	\$306	\$26	\$32	(\$6)
Engineering	\$60,000	\$5,000	\$1,724	\$3,276
Arbitrage	\$600	\$50	\$0	\$50
Dissemination	\$1,500	\$125	\$125	\$0
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0
Attorney	\$30,000	\$2,500	\$2,909	(\$409)
Annual Audit	\$3,850	\$321	\$0	\$321
Trustee Fees	\$4,310	\$359	\$0	\$359
Management Fees	\$63,248	\$5,271	\$5,271	\$0
Computer Time	\$1,000	\$83	\$83	\$0
Postage	\$2,500	\$208	\$101	\$107
Printing & Binding	\$1,000	\$83	\$0	\$83
Newsletter Printing	\$50,000	\$4,167	\$4,480	(\$313)
Rentals & Leases	\$5,500	\$458	\$163	\$296
Insurance	\$60,823	\$60,823	\$60,813	\$10
Legal Advertising	\$1,500	\$125	\$270	(\$145)
Other Current Charges	\$1,250	\$104	\$81	\$23
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$15	\$0	\$15
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$80,226	\$76,644	\$3,582

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$34,015	\$34,015	\$0
Gate/Patrol/Pool Officers	\$310,273	\$25,856	\$25,292	\$564
Pest Control	\$4,690	\$391	\$0	\$391
Security/Fire Alarm/Gate Repairs	\$7,500	\$625	\$248	\$377
Telephone/Internet	\$13,600	\$1,133	\$1,162	(\$29)
Electric	\$220,000	\$18,333	\$17,707	\$626
Water	\$16,000	\$1,333	\$965	\$368
Gas-Pool	\$25,000	\$2,083	\$1,286	\$797
Gas-Restaurant	\$0	\$0	\$878	(\$878)
Refuse	\$14,000	\$1,167	\$217	\$950
Repairs & Maintenance-Clubhouse	\$57,600	\$4,800	\$739	\$4,061
Repairs & Maintenance-Fitness Center	\$3,000	\$250	\$185	\$65
Repairs & Maintenance-Bowling Lanes	\$17,000	\$1,417	\$0	\$1,417
Furniture, Fixtures, Equipment	\$15,000	\$1,250	\$0	\$1,250
Repairs & Maintenance-Golf Cart	\$5,400	\$450	\$572	(\$122)
Repairs & Maintenance-Pool	\$20,000	\$1,667	\$3,075	(\$1,408)
Landscape Maintenance	\$194,520	\$16,210	\$16,210	\$0
Plant Replacement	\$7,000	\$583	\$0	\$583
Irrigation Repairs	\$3,500	\$292	\$0	\$292
Lake Maintenance	\$49,545	\$4,129	\$0	\$4,129
Wetland Mitigation and Maintenance	\$41,595	\$3,466	\$0	\$3,466
Permits/Inspections	\$2,200	\$183	\$659	(\$475)
Office Supplies/Printing/Binding	\$5,000	\$417	\$44	\$373
Operating Supplies	\$23,000	\$1,917	\$4,221	(\$2,304)
Credit Card Processing Fees	\$5,500	\$458	\$235	\$223
Dues & Subscriptions	\$9,000	\$750	\$0	\$750
Decorations	\$2,000	\$167	\$0	\$167
Special Events	\$130,000	\$10,833	\$25,730	(\$14,897)
TOTAL FIELD	\$1,610,099	\$134,175	\$133,439	\$735
TOTAL EXPENDITURES	\$1,901,836	\$214,401	\$210,083	\$4,318
Excess (deficiency) of revenues over (under) expenditures	\$424,469	(\$191,818)	(\$87,960)	\$103,858
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$455,901)	(\$37,992)	\$0	\$37,992
TOTAL OTHER FINANCING SOURCES/(USES)	(\$455,901)	(\$37,992)	\$0	\$37,992
Net change in fund balance	(\$31,431)	(\$229,810)	(\$87,960)	\$141,850
FUND BALANCE - Beginning	\$31,431		\$45,731	
FUND BALANCE - Ending	<u>\$0</u>		<u>(\$42,228)</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 October 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$42	\$0	(\$42)
Assessments - Levy	\$435,837	\$0	\$0	\$0
Assessments - Prepayments A-1	\$0	\$0	\$5,094	\$5,094
TOTAL REVENUES	<u>\$436,337</u>	<u>\$42</u>	<u>\$5,094</u>	<u>\$5,052</u>
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$72,500	\$0	\$0	\$0
Interest - 5/01	\$72,500	\$0	\$0	\$0
Principal - 5/01	\$230,000	\$0	\$0	\$0
<u>Series 2015A-2</u>				
Interest - 11/01	\$11,375	\$0	\$0	\$0
Interest - 5/01	\$11,375	\$0	\$0	\$0
Principal - 5/01	\$20,000	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$417,750</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$18,587</u>	<u>\$42</u>	<u>\$5,094</u>	<u>\$5,052</u>
Net change in fund balance	<u>\$18,587</u>	<u>\$42</u>	<u>\$5,094</u>	<u>\$5,052</u>
FUND BALANCE - Beginning	\$153,012		\$398,365	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$403,459</u>	

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2023**

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$400,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2022		\$2,900,000.00
	November 1, 2022 (Special Call)	\$0.00
Current Bonds Outstanding		\$2,900,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$20,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2022		\$455,000.00
	November 1, 2022 (Special Call)	\$0.00
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 2023

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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rental Income	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
Special Events Revenue	\$99,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$99,784
Newsletter Ad Revenue	\$10,866	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,866
Interest Income	\$113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113
Miscellaneous Income	\$2,361	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,361
Total Revenues	\$122,124	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,124

ADMINISTRATIVE:

Supervisor Fees	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
FICA Expense	\$32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32
Engineering	\$1,724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,724
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,909	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,909
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	\$0	\$0	\$0	\$0	\$0
Management Fees	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,271
Computer Time	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83
Postage	\$101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Newsletter Printing	\$4,480	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,480
Rentals & Leases	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$163
Insurance	\$60,813	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,813
Legal Advertising	\$270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270
Other Current Charges	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

Total Administrative

\$76,644	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,644
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

General Fund
Statement of Revenues and Expenditures (Month by Month)
FY 2023

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	TOTAL
2021	2021	2021	2022	2022	2022	2022	2022	2022	2021	2021	2021	

Field:

Field Management Services	\$34,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,015
Gate/Patrol/Pool Officers	\$25,292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,292
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security/Fire Alarm/Gate Repairs	\$248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$248
Telephone/Internet	\$1,162	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,162
Electric	\$17,707	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,707
Water	\$965	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$965
Gas-Pool	\$1,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,286
Gas-Restaurant	\$878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$878
Refuse	\$217	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$217
Repairs & Maintenance-Clubhouse	\$739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$739
Repairs & Maintenance-Fitness Center	\$185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$185
Repairs & Maintenance-Bowling Lanes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Golf Cart	\$572	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$572
Repairs & Maintenance-Pool	\$3,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,075
Landscape Maintenance	\$16,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,210
Plant Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wetland Mitigation and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permits/Inspections	\$659	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659
Office Supplies/Printing/Binding	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44
Operating Supplies	\$4,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,221
Credit Card Processing Fees	\$235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235
Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$25,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,730
TOTAL FIELD	\$133,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$133,439

OTHER FINANCING SOURCES/(USES)

Capital Reserve-Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	(\$87,960)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$87,960)

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

November 28, 2022

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
10/13/22	8344	\$530.00
10/17/22	8345	\$600.00
10/18/22	8346-8365	\$66,307.84
11/1/22	8366-8371	\$6,156.98
11/3/22	8372-8386	\$53,397.95
11/4/22	8387-8388	\$585.00
11/16/22	8389-8401	\$35,999.78
11/17/22	8402	\$17,298.21
<i>General Fund Total</i>		<u><u>\$180,875.76</u></u>
<u>Capital Projects Fund</u>		
11/3/22	346	\$6,245.00
<i>Capital Projects Fund Total</i>		<u><u>\$6,245.00</u></u>

AP300R
*** CHECK NOS. 008344-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/17/22
LAKE ASHTON CDD - GF
BANK A LAKE ASHTON - GF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
10/13/22	00725	11/12/22 111222	202210 320-57200-49400	DEPOSIT-CARICATURE ARTIST	*	530.00	
				LEO'Z ART			530.00 008344
10/17/22	00722	10/13/22 10132022	202210 320-57200-49400	BALANCE DUE-OKTOBERFEST	*	600.00	
				MILLENIA CAFE & CATERING			600.00 008345
10/18/22	00522	10/06/22 31417500	202210 320-57200-43200	PROPANE	*	460.40	
				AMERIGAS			460.40 008346
10/18/22	00673	10/04/22 56200817	202210 320-57200-52000	SUPPLIES	*	58.26	
		10/11/22 56200865	202210 320-57200-52000	SUPPLIES	*	58.26	
				ARAMARK			116.52 008347
10/18/22	00075	10/05/22 42214	202210 320-57200-54506	REPAIRS-TIRE 10/05/22	*	174.00	
		10/05/22 42217	202210 320-57200-54506	SUN SEATS	*	225.00	
				ARTS GOLF CARS, INC.			399.00 008348
10/18/22	00678	9/30/22 4924535	202209 310-51300-48000	LEGAL AD # 7813630	*	79.52	
				CA FLORIDA HOLDINGS LLC			79.52 008349
10/18/22	00621	10/13/22 936825	202209 320-57200-54501	SVCS-09/22	*	305.00	
				COUNTRY BOY PEST CONTROL			305.00 008350
10/18/22	00466	10/06/22 47040	202210 310-51300-42501	LA TIMES NEWSLETTER-10/22	*	4,480.00	
				CUSTOMTRADEPRINTING.COM			4,480.00 008351
10/18/22	00215	10/01/22 448	202210 320-57200-34000	FACILITY MGMT-10/22	*	34,014.67	
				GMS-CENTRAL FLORIDA, LLC			34,014.67 008352
10/18/22	00036	10/01/22 213	202210 310-51300-34000	MGMT FEES-10/22	*	5,270.67	
		10/01/22 213	202210 310-51300-35100	COMPUTER TIME	*	83.33	
		10/01/22 213	202210 310-51300-31300	DISSEMINATION AGT SVCS	*	125.00	

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		10/01/22 213	202210 310-51300-42000		*	30.72	
		POSTAGE AND DELIVERY					
		10/01/22 213	202210 310-51300-42500		*	.30	
		COPIES					
				GMS - SO FLORIDA, LLC			5,510.02 008353
10/18/22	00504	10/05/22 102876	202209 320-57200-54500		*	727.02	
		GENERAL REPAIRS-09/22					
				KINCAID ELECTRICAL SERVICES			727.02 008354
10/18/22	00512	10/01/22 2285086	202210 320-57200-41000		*	50.07	
		SVCS-10/22					
				KINGS III OF AMERICA, INC.			50.07 008355
10/18/22	00554	10/07/22 100722	202210 320-57200-49400		*	25.00	
		CRAFT PROJECT					
				LAKE ASHTON WOODWORKERS, LLC			25.00 008356
10/18/22	00164	10/12/22 106174	202209 310-51300-31500		*	3,914.50	
		SVCS-09/22					
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			3,914.50 008357
10/18/22	00720	10/12/22 14	202210 320-57200-49400		*	150.00	
		EVENT-KARAOKE 10/12/22					
		11/09/22 15	202211 320-57200-49400		*	150.00	
		EVENT-KARAOKE 11/09/22					
				WAYNE A. MORSE			300.00 008358
10/18/22	00665	10/03/22 1947	202210 320-57200-54500		*	91.85	
		SVCS-10/03/22					
				OCS COMMERICAL CLEANING SVCS INC			91.85 008359
10/18/22	00538	10/01/22 10105	202210 320-57200-54506		*	172.50	
		SVCS-10/22					
				PERFORMAMCE PLUS CARTS			172.50 008360
10/18/22	00234	9/25/22 16444126	202209 320-57200-51000		*	102.56	
		SUPPLIES					
		9/25/22 16444126	202209 320-57200-52000		*	146.16	
		SUPPLIES					
				STAPLES BUSINESS CREDIT			248.72 008361
10/18/22	00726	9/30/22 10386317	202209 310-51300-54000		*	340.00	
		RESTAURANT LEASE OPPORT					
				TAMPA BAY BUSINESS JOURNAL			340.00 008362
				LAKA LAKE ASHTON SHENNING			

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10/18/22	00061	10/13/22 1022 SVCS-10/22	202210 320-57200-43000		*	17,707.08	
		10/13/22 1022 SVCS-10/22	202210 300-15500-10100		*	5,029.20-	
			TECO				12,677.88 008363
10/18/22	00664	10/03/22 1561-092 PURCHASES-09/22	202209 320-57200-52000		*	1,736.67	
			WELLS FARGO				1,736.67 008364
10/18/22	00346	10/05/22 2118327 MAINT-10/22	202210 320-57200-54100		*	658.50	
			4TH ELEMENT FIRE & SAFETY, INC.				658.50 008365
11/01/22	00695	10/21/22 16744750 SVCS-10/22	202210 320-57200-41000		*	1,114.39	
			CHARTER COMMUNICATIONS				1,114.39 008366
11/01/22	00055	10/15/22 20735-10 SVCS-10/22	202210 320-57200-43100		*	761.00	
		10/15/22 20740-10 SVCS-10/22	202210 320-57200-43100		*	56.12	
		10/15/22 22109-10 SVCS-10/22	202210 320-57200-43100		*	71.86	
		10/15/22 37767-10 SVCS-10/22	202210 320-57200-43100		*	76.36	
			CITY OF LAKE WALES-UTILITIES DEPT				965.34 008367
11/01/22	00003	10/18/22 96366167 SVCS-09/22	202209 310-51300-42000		*	2.01	
		10/25/22 79250008 SVCS-10/22	202210 310-51300-42000		*	38.22	
			FEDEX				40.23 008368
11/01/22	00727	10/26/22 12312022 DEPOSIT-EVENT 12/31/22	202210 320-57200-49400		*	500.00	
			JOSEPH WILLIAM GALLAGHER II				500.00 008369
11/01/22	00728	10/26/22 12312022 EVENT-12/31/22	202210 320-57200-49400		*	625.00	
			PRISTINE BOOTHS INC				625.00 008370
11/01/22	00631	10/08/22 1916533 SVCS-09/22	202209 310-51300-31100		*	2,912.02	
			RAYL ENGINEERING & SURVEYING, LLC				2,912.02 008371
			LAKA LAKE ASHTON SHENNING				

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11/03/22	00522	10/19/22 31422603 PROPANE	202210 320-57200-43200		*	468.01	
		10/26/22 31424701 PROPANE	202210 320-57200-43201		*	877.78	
				AMERIGAS			1,345.79 008372
11/03/22	00057	9/30/22 205958 SVCS-09/22	202209 320-53800-46800		*	3,895.00	
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 008373
11/03/22	00673	10/18/22 56200902 SUPPLIES	202210 320-57200-52000		*	59.41	
				ARAMARK			59.41 008374
11/03/22	00133	11/02/22 17598 RENEW POLICY	202211 320-57200-43000		*	1,083.00	
				EGIS INSURANCE ADVISORS,LLC			1,083.00 008375
11/03/22	00067	10/15/22 223518 MONITORING-11/22	202211 320-57200-34500		*	195.00	
		10/18/22 224047 SVCS-10/14/22	202210 320-57200-34500		*	248.00	
				THE HARTLINE ALARM COMPANY, INC.			443.00 008376
11/03/22	00059	10/16/22 34049 HURRICANE CLEAN UP	202210 320-57200-45300		*	150.00	
		10/16/22 34097 SVCS-11/22	202211 320-57200-45300		*	1,400.00	
		10/28/22 34234 REPAIRS-10/22	202210 320-57200-45300		*	2,925.00	
				HEARTLAND COMMERCIAL POOL SERVICES			4,475.00 008377
11/03/22	00098	10/05/22 1285-102 SUPPLIES	202210 320-57200-54500		*	506.49	
				HOME DEPOT CREDIT SERVICES			506.49 008378
11/03/22	00512	11/01/22 2303854 SVCS-11/22	202211 320-57200-41000		*	50.07	
				KINGS III OF AMERICA, INC.			50.07 008379
11/03/22	00665	10/30/22 1974 SVCS-10/30/22	202210 320-57200-54500		*	116.60	
				OCS COMMERCIAL CLEANING SVCS INC			116.60 008380
11/03/22	00696	9/30/22 10991597 SVCS-09/22	202209 320-57200-34501		*	24,575.56	
				SECURITAS SECURITY SERVICES USA,INC			24,575.56 008381
				LAKA LAKE ASHTON SHENNING			

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11/03/22	00470	10/22/22 10222022	202210 320-57200-54500	SUPPLIES-COFFEE	*	23.96	
				SHUFFLIN'S SQUARES			23.96 008382
11/03/22	00234	10/25/22 16449729	202210 320-57200-51000	SUPPLIES	*	43.99	
		10/25/22 16449729	202210 320-57200-52000	SUPPLIES	*	137.58	
				STAPLES BUSINESS CREDIT			181.57 008383
11/03/22	00726	10/07/22 10387967	202210 310-51300-54000	RESTAURANT AD	*	270.00	
				TAMPA BAY BUSINESS JOURNAL			270.00 008384
11/03/22	00430	10/07/22 50221698	202210 310-51300-42502	COPIER LEASE	*	162.50	
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 008385
11/03/22	00445	10/15/22 OS443294	202210 320-57200-46200	MAINT RENEWAL-10/22	*	16,210.00	
				YELLOWSTONE LANDSCAPE			16,210.00 008386
11/04/22	00725	11/11/22 111122	202211 320-57200-49400	CARICATURE ARTIST	*	535.00	
				LEO'Z ART			535.00 008387
11/04/22	00692	11/02/22 110222	202211 320-57200-49400	FACE PAINTER	*	50.00	
				CHERYL SHEPLEE			50.00 008388
11/16/22	00729	11/07/22 11072022	202211 300-22000-10000	REFUND-DAMAGE DEPOSIT	*	1,000.00	
				RAYMOND AMAZAN			1,000.00 008389
11/16/22	00522	10/31/22 31427767	202210 320-57200-43200	PROPANE	*	358.04	
				AMERIGAS			358.04 008390
11/16/22	00673	10/25/22 56200941	202210 320-57200-52000	SUPPLIES	*	59.53	
				ARAMARK			59.53 008391
11/16/22	00013	10/03/22 86608	202210 310-51300-54000	ANNUAL FEE FY2022-2023	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 008392
				LAKA LAKE ASHTON SHENNING			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/16/22	00003	11/01/22 79327574	202210 310-51300-42000	DELIVERIES THRU 10/25/22	*	31.93	
				FEDEX			31.93 008393
11/16/22	00610	10/31/22 FS90333	202210 320-57200-54510	QRTLY PM-SEPT/OCT/NOV2022	*	185.00	
				FITNESSMITH			185.00 008394
11/16/22	00164	11/10/22 106652	202210 310-51300-31500	SVCS-10/22	*	2,909.26	
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			2,909.26 008395
11/16/22	00720	12/07/22 16	202212 320-57200-49400	KARAOKE-12/07/22	*	150.00	
				WAYNE A. MORSE			150.00 008396
11/16/22	00665	11/06/22 2012	202211 320-57200-54500	SVCS-11/06/22	*	94.60	
				OCS COMMERICAL CLEANING SVCS INC			94.60 008397
11/16/22	00538	11/01/22 10108	202211 320-57200-54506	SVCS-11/22	*	172.50	
				PERFORMAMCE PLUS CARTS			172.50 008398
11/16/22	00631	11/03/22 1916534	202210 310-51300-31100	SVCS-10/22	*	1,724.36	
				RAYL ENGINEERING & SURVEYING, LLC			1,724.36 008399
11/16/22	00696	10/31/22 11027444	202210 320-57200-34501	SVCS-10/22	*	25,291.81	
				SECURITAS SECURITY SERVICES USA,INC			25,291.81 008400
11/16/22	00664	11/03/22 1561-102	202210 320-57200-52000	PURCHASES-10/22	*	3,847.75	
				WELLS FARGO			3,847.75 008401
11/17/22	00061	11/11/22 NOVEMBER	202211 320-57200-43000	SERVICE THRU 11/07/2022	*	17,893.93	
		11/11/22 NOVEMBER	202211 300-15500-10100	SERVICE THRU 11/07/2022	*	595.72-	
				TECO			17,298.21 008402
				TOTAL FOR BANK A		180,875.76	
				TOTAL FOR REGISTER		180,875.76	
				LAKA LAKE ASHTON			
				SHENNING			

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11/03/22	00053	10/21/22 34229	202210 600-53800-68000	HEARTLAND COMMERCIAL POOL SERVICES	*	6,245.00	
							6,245.00 000346
TOTAL FOR BANK B						6,245.00	
TOTAL FOR REGISTER						6,245.00	

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