

*Lake Ashton
Community Development District*

Meeting Agenda

December 19, 2022

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

December 12, 2022

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, December 19 2022 at 9:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

Members of the public may attend the meeting in person or participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, December 16, 2022.**

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

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

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Consideration of Minutes from the November 28, 2022 Board of Supervisors Meeting
5. Restaurant
 - A. Review and Selection of Restaurant Proposals from:
 - I. Ann Abraham-Heaton & Jeff Heaton
 - II. Nik Minadakis (Charm City)
6. New Business

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

- A. Update on the Joint Amenity Facilities Policies (*requested by Supervisor Realmuto*)
- B. Discussion Regarding Staffing Levels
- C. Consideration of Contract Agreement with Polk County Property Appraiser
- D. Consideration of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 7. Monthly Reports
 - A. Attorney
 - B. Engineer
 - C. Lake Ashton Community Director
 - D. Operations Manager
 - E. District Manager's Report
 - I. Discussion Regarding Insurance Coverage for Volunteers
- 8. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summaries (November 2022 and December 2022)
- 9. Public Comments
- 10. Supervisor Requests/Supervisor Open Discussion
- 11. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **November 28, 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:

Lloyd Howison	Chairman
Brenda VanSickle	Vice Chairman
Steve Realmuto	Assistant Secretary
Mike Costello	Assistant Secretary
Debby Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Kristen Trucco	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Dana Bryant	Yellowstone
Matt Fisher	Operations Manager
Ann-Abraham Heaton	Restaurant Presenter
Jeff Heaton	Restaurant Presenter
Luigi Signore (Geno)	Marina Ristorante, LLC - Restaurant
Nik Minadakakis	Charm City - Restaurant

The following is a summary of the discussions and actions taken at the November 28, 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.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths to Newly Elected Board Members

**This item was taken out of order*

Ms. Burns: We held an election at the beginning of November in which three Supervisors, Supervisor Landgrebe, Supervisor Costello, and Supervisor VanSickle, were all elected to serve terms on the Board. We're going to actually go ahead and skip over a few items and we will start with swearing the three of you in. If you would all like to stand, we can swear you all in at the same time. If you just want to raise your right hand, I state your name, a citizen of the state of Florida, and of the United States of America and being employed by or an officer of the Lake Ashton Community Development District and a recipient of public funds as such, employee or officer do hereby solemnly swear or affirm that I will support the constitution of the United States and of the state of Florida, do you swear?

Ms. Landgrebe: I do.

Mr. Costello: I do.

Ms. VanSickle: I do.

Ms. Burns: Welcome back to the Board to all three of you. We currently don't have a Chair, so I'm going to go ahead and run the meeting until we get to the portion where you are going to elect a Chair. I'm going to turn it over to Kristen. Just a brief Sunshine law reminder since we do have new Supervisors.

B. Discussion Regarding Sunshine Laws and Electing Compensation

Ms. Trucco: Yes. Even though each of the Supervisors are returning Board of Supervisors, I just wanted to state a refresher and also just a statement for the record. Obviously, you know, the CDD is a local unit special-purpose government so the CDD and its Board of Supervisors are subject to the Sunshine law, public records law, and certain financial disclosures. Sunshine law, just as a refresher, the Board of Supervisors cannot speak to another Board of Supervisors outside one of these publicly noticed meetings about any item of CDD business or item that could foreseeably come before the CDD. That also applies to social media. If you go on to any social media platform, be careful, we highly recommend that you do not discuss any CDD business because it has been held before that even if a Board of Supervisor reads a social media post, it could be construed as communication with another Board of Supervisor outside of a publicly noticed meeting. That's just a word of warning highly recommend that you don't discuss

any CDD business on social media, either. If you have any questions, feel free to reach out to Jan or Jill. I'm just sitting in for Jan today. Thank you so much.

Ms. Burns: Thank you, Kristen. You all have an oath in front of you. If you just want to print on the top line and sign on the second, I will collect those. Then Brenda, I can go over the additional forms with you after the meeting if you have any questions. We'll move back up to Item 2 on the agenda, which is approval of the meeting agenda.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

**This item was taken out of order*

Ms. Burns: We will move back up to item two on the agenda, which is the approval of the meeting agenda. Does anybody have any changes or additions to the agenda?

Ms. Landgrebe: Yes, we would like to move our engineer up to the beginning.

Ms. Burns: So we will move Alan up before number 6 after approval of the minutes. Does that work?

Ms. Landgrebe: Yes.

Ms. Burns: Okay, great.

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

THIRD ORDER OF BUSINESS

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

Ms. Burns: Up next is public comments. I do not have any forms. Nobody has any forms?

Mr. Realmuto: I think there was.

Ms. Burns: I had one that was given to me, but it was taken back.

Mr. Costello: Can someone approach?

Ms. Burns: If the Board wants to take without a form that's entirely up to you. Go ahead. Anyone coming up, just make sure you please state your name and address. Thank you.

Resident (Tom Scali, 3084 Dunmore Drive): I would like to request that after the restaurant presentations the Board open the floor to get input from the community and also to take a straw vote on what the community likes. I strongly recommend that and I think that would be very beneficial and would be more inclusive. Thank you.

Ms. Burns: Thank you. I don't see any others.

Mr. Realmuto: This might be the appropriate time to talk about that since we're in the agenda. What I just heard Tom say I think a lot of residents are hesitant to speak to or ask questions before they've heard the presentations. Could we agree that as a Board that after the restaurant presentations, we will open it up to public comments so they can make informed comments having heard those presentations?

Ms. Burns: If that's the Board's desire, that's fine. It's entirely up to the Board. At that point, the Board can just open up the floor for any questions.

Mr. Howison: I would suggest that we limit the amount of time though to a minute or two to give opportunity to as many people that want to talk.

FOURTH ORDER OF BUSINESS

Organizational Matters

C. Consideration of Resolution 2023-02 Electing Officers

Ms. Burns: The next item on the agenda is consideration of Resolution 2023-02, electing officers. After there's an election, we always re-elect officers. We need a Chair and a Vice Chair. The other three Supervisors would serve as the Assistant Secretaries. I would ask that you name me Secretary and George Flint in my office as an Assistant Secretary, that allows us to sign documents so we can start with Chair. Is there anybody who has a motion?

Mr. Realmuto: I have a motion. I move that we appoint Lloyd Howison as our Chair. Lloyd has demonstrated the ability to truly hear what others, both fellow Supervisors and residents alike have to say and he's helped bring the Board to a better common understanding and consensus on sometimes controversial issues. I believe that ability and his congenial temperament, would serve the Board well as our Chair.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Appointment of Supervisor Howison to Chairman, was approved.

Ms. Burns: Congratulations to Lloyd. Do you want me to continue to go through the resolution electing officers and then I'll turn it over to you after we're done with that?

Mr. Howison: Yes.

Ms. Burns: Great. Next, we need a nomination for Vice Chair.

Mr. Realmuto: Since I'm on a roll here, and to ease the Chair into his new position, I'm going to move that we appoint Brenda VanSickle as Vice Chairperson. Brenda has served previously as a supervisor for two full terms, total of eight years, longer than any of us currently serving, including several years as Vice Chair. I believe this experience will serve all of us in the community well.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Appointment of Supervisor VanSickle to Vice-Chairman, was approved.

Ms. Burns: Congratulations, Brenda. If it's okay with the Board, we'll go ahead and fill in the rest of the other three supervisors, Debby and Mike and Steve will serve as Assistant Secretaries. If the Board is so inclined, I would be Secretary and then George Flint in my office would also be an Assistant Secretary. If that works, do we have a motion to approve the resolution as outlined?

Mr. Realmuto: That works. Just a quick question. Don't we have to appoint a Treasurer as well?

Ms. Burns: That's a separate resolution that stays in place because if it changes, you have to update the bank account so the signers on that stay in effect. It's just these offices that are listed here.

Mr. Realmuto: In that case, I move that we approve.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Appointment of Ms. Burns as Secretary and George Flint as Assistant Secretary, was approved.

Ms. Landgrebe: Who are the Treasurers?

Ms. Burns: It is George Flint in my office and then Katie Costa, I believe is the other one. I would have to double-check the Assistant Treasurer, but I believe it's Katie. Usually one of the accountants in our office and then one of the managers who is not the manager for that District.

Mr. Realmuto: Jill, I just asked you to ensure that there's a motion on record reflecting that. I remember doing it shortly after I took office two years ago.

Ms. Burns: There's an actual resolution in place you have to have it in order for the bank account to be opened and authorized to sign checks. I can send it to you, I just don't know what off the top of my head exactly who it is.

Mr. Realmuto: Perhaps you can get back to us then at the next meeting with that.

Ms. Burns: I will send it to you before this meeting is over.

Mr. Realmuto: Thank you.

FIFTH ORDER OF BUSINESS

Consideration of Minutes from the October 17, 2022 Board of Supervisors Meeting

Mr. Howison: Next on the agenda is the consideration of minutes from the October 17th, 2022 Board of Supervisors meeting. Is there any discussion? Any concerns? Entertain a motion to approve?

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Minutes of the October 17, 2022 Board of Supervisors Meeting, were approved.

EIGHTH ORDER OF BUSINESS

Monthly Reports

B. Engineer

**This item was taken out of order*

Mr. Howison: The next item on the agenda is the Engineer's report, Alan.

Mr. Rayl: Thank you. I have just a couple of items for the Board this morning. Construction is ongoing in the community. The contractor S&S has done a lot of the work in the community, is finishing up some work in LA 2. Then this week they are scheduled to roll right into the repairs in front of the inlets on Dunmore. You may remember that the high-water levels in Lake Ashton have kept water levels in the storm sewer system

elevated and they weren't able to do that work in the wet conditions. They needed drier conditions and now we have those drier conditions. That's ongoing, we're seeing that work finished up and we're going to ask that they try to in the same work effort, work on the recently approved repair, near the mailboxes in the inlet on Waterford as well. Then the last item I had I think it was started a couple of months ago. We had an issue at 3044 Dunmore where the road was slow to drain during the storm event. There was obviously some deposits of silt and sand on the pavement and in the gutter. We've looked into that issue, the storm sewer as it leaves the road there and it travels between two homes, then discharges into the lake immediately to the north. That configuration and that storm sewer as it's constructed, does not match the original plans. The lake is reconfigured in a different way. There's supposed to be a storm manhole back there. We have not been able to find it and the storm manhole actually was there to turn the storm sewer and send it off in the north eastern direction, which wouldn't make sense in today's configuration. All that being said, we haven't been able to find the end of that pipe to identify what I suspect is that there's a blockage in that pipe which is what was creating that slowed drainage condition. It also would have created that perception of sand and water pumping out of that area. When the hydraulics are so high on the downstream discharging in, water can't flow. Anything in that water column is going to stay right where it is and if it can't go forward, it's just going to turn and go back up and it'll look like it's coming out. But that's why it would then settle and deposit on the road when the water did slowly drain away. I believe we've got an obstructed pipe back there. I don't recommend that we drive a backhoe back there and start digging holes and find the end, I don't recommend we do that. I would say if this problem persists and we've got the fortune of having the dry season now where it's not going to be a daily problem to deal with. But I would say before the next rainy season, it would be advisable if we got a vacuum truck out to jet that line and it would remove any material in the line. Then when that jet comes out the end, it's going to tell us where the end of the pipe is. Then we can isolate that area and it can be done with hand labor to dig it out and see if it's being blocked and restore that to operating conditions the way we need. It doesn't have to be done today, but between now and the next rainy season starting, I would suggest we get a vacuum truck in there to shoot that line out.

Ms. Landgrebe: Alan?

Mr. Rayl: Yes, ma'am.

Ms. Landgrebe: This is Debby. About how much would a vacuum truck cost us?

Mr. Rayl: It's been a while since we've had to contract for that work. It's not an extremely expensive thing. It takes just minutes to do really once they show up so I can find out dollars to budget on that.

Ms. Landgrebe: That would be very helpful because I think our next meeting is in three weeks. If we can have all that information by then because I think this issue has been going on a long time. It'd be nice to solve.

Mr. Rayl: More so in LA 2, but when construction is going on and the inlet protection isn't in place, all that material ends up going into the inlet boxes and the storm sewers. Eventually someday down the road, it adds up and causes an issue. This is just a normal maintenance thing that usually gets encountered. But I'll have some budget numbers when we meet again.

Ms. Landgrebe: Great. Thank you. Dunmore and Waterford are actually starting this week?

Mr. Rayl: Dunmore for sure, Waterford was added on a little later and I don't know if they have another job site to go to after Dunmore. Dunmore has been pending at the top of the list waiting on the site conditions to improve. I don't know if they have to pull out and go somewhere else, and then come back to the second or third on Waterford. What we're asking if they can to stick around, do that and then go.

Ms. Landgrebe: That'd be great.

Mr. Rayl: I just know if we were second in line, we'd want them to come now though.

Ms. Landgrebe: I know but you wouldn't know.

Mr. Rayl: We're asking them to.

Ms. Landgrebe: Great. Thank you.

Mr. Rayl: Those are the only items I have for the Board this morning unless you have anything for me.

Mr. Howison: Is there anybody? Anything more? Thank you.

Mr. Rayl: Congratulations, Mr. Chair.

Mr. Howison: Thank you. Now, onto the restaurant. Alan, thanks for coming. This is the earliest you've been able to get out of here.

SIXTH ORDER OF BUSINESS

Restaurant

Mr. Howison: Just for everybody's information. I think everyone knows we had three proposal responses to the restaurant RFP. We're going to ask each of the respondents to come up and present for a maximum of 10 minutes. Then we'll open it up for questions from the Board. We hope to not exceed more than 30 minutes per proposer if it's possible. Of course later, we will open it up for public comment.

Ms. Landgrebe: Can I just ask a question before we bring any of the presenters up? Will it make sense to have the presenters and anyone connected with them to leave the room?

Mr. Howison: Yes. That was the direction that Christine gave to them.

Ms. Burns: Let me just state one thing. This is a public meeting. We cannot require anybody to leave the room. We can certainly ask and usually when we're going through an RFP processes, people generally honor the request to the Board to do so. But just to be clear for the record it is a public meeting and we can't require them to leave.

Mr. Howison: To that end, we would request that Luigi and Nik leave the room, if you would. I would ask Ann and Jeff Heaton to come up and begin their presentation.

A. Presentations From:

I. Ann Abraham-Heaton & Jeff Heaton

Mr. Heaton: Good morning. I want to say good morning to the Board. I want to say good morning to my fellow, Lake Ashton residents. Ann and I have lived here for five years. We are definitely part of this community. We want to see it succeed. I'm going to let Ann start and then I'm going to finish up. Here's my wife Ann.

Ms. Heaton: First, thank you for the opportunity to be considered for the restaurant operator. What we bring to the table, besides our combined experience, is that we have a vested interest in seeing the restaurant being successful. We've lived here, like Jeff said, for about five years. In that time, we've met many friends and acquaintances who also want to see the restaurant exceed. What we understand from the results of the restaurant focus group is that the majority of residents that responded prefer a casual

sports bar atmosphere. Luckily, that is what we bring to the table. A good part of our experience lies within that realm. We took over a local sports bar that was failing. It took us a while, but in the end, we tripled the bottom line, made it a very successful entity which still is in operation today. What we will offer here is a very daily menu with good quality food at a fair price. We will strive to make each patron feel welcome and valued along with providing good service. We will also offer home delivery to Lake Ashton residents. We will have daily specials that will be ever evolving. We will also offer sports centered food and drink specials and events such as wear your team jersey for a drink special, Super Bowl, and or football specials. Our goal is to make this the enjoyable, fun place for residents to gather. We will hold contests such as trivia, with our restaurant gift cards as prizes. Also, things such as ugly sweater contest, best hat for steeple chase, Halloween costume contest, just to name a few.

Mr. Heaton: Well I thought about this last night. What we're going to say when we came here and I hope I'm not being disrespectful because I believe the Lake Ashton residents are as important as the Board with this. We all have an invested interest in this community and amenities industry. I'm going to tell you a little bit about me and it is going to be a little bit boring, and you're going to want to know why I'm telling you this for the restaurant. I was in the military in the 82nd Airborne during the Vietnam War. When I got out of that, I was in the military police I joined the DC police force. I was on the presidential detail for 30 years and protected President Nixon to Clinton. I was also a hostage negotiator and I studied at St. Elizabeth hospital for two years to be a certified crisis intervener, and I trained police forces across the country how to de-escalate and handle things without going into physical violence. What does that have to do with the restaurant? It sounds dumb. It's not really dumb. A restaurant business, I'm going to be really frank, is hard. It's very hard. People that think it's not, fail. More restaurants fail than they succeed and that's just the truth backed up. It's very hard. You have to put your heart, your soul, and all the time in a restaurant, you have to be there. Let me backup, but what is really wrong with this restaurant is there's no trust with us of going in there and getting a decent meal at a decent price and the time-frame and not waiting. Yeah, you all know what the problem is and how I learned this is a joke. I go to the dog park. You can learn everything in the dog park about what's going on in Lake Ashton. They know everything.

They know Susie burnt the spaghetti last night. I hear everything there at the three dog parks. There are two adages that I have for this restaurant. Keep It simple stupid, and if we build it, they will come. Why would you choose us and put your trust? Because this is for Ann and I to put our love, heart, and soul in this restaurant, I need the support of you all. Because if you-all don't support it, it's going to fail. I don't care who goes in here, or what big corporation. Can Ann and I make the food great? Absolutely. We proved that. We ran a sports bar for a widow that the husband owned and he had a terrible car accident and died. She called me that day and said, I cannot run this sports can you take it over until I can sell it. Well that one week and one month turned into almost four years. We walked into the door of that restaurant bar failing and it was in the red. It's in a strip shopping center. The building was in a disrepair. The employees were disgruntled because the owner died and they were worried about their jobs. We took that from gross \$19,000 a month to almost \$90,000 a month and it was hard. I'm not going to say it wasn't. I'm not going to say that this is going to be easy either. But we did have the right food, the right price, the right atmosphere, and you handle let me back up one more time. When I retired from the police force, I worked at Disney. I am Disney trained as a manager. I worked at two of the largest hotels there, the Grosvenor and the Royal Plaza. They have thousands of guests from all over the world with all kinds of education and different statutes in life. We had seven or eight restaurants in each one. I went there at three o'clock and five o'clock every manager left except me. I'm the manager on duty handling all the complaints and food and beverage. Trust me, at a Disney hotel with 2,000 people eating at six o'clock when you're out of the parks is a real challenge more than even being a police officer. Ann and I have discussed the menu over here. I've heard everything from Spaghetti, to fish, to steak, everybody has an opinion. We can't do that. We have to have a certain menu, but we do have to have some specials. Well, I'm a diabetic and what I would like to see is for some people, they have special needs for food. My next-door neighbor right now is bedridden. He needs meals to come to his house. It's so easy to get a golf cart and deliver these meals and make it easy for family members who just had surgery or they don't feel well. Being a police officer for 30 years, we see what's going on out here. It's a dangerous world we live in. We want the families to come in here to enjoy themselves. That's why I had the shirt on. Ann and I walked in here five years ago, I

thought I was walking into a morgue. I couldn't believe this place. It's dark, the staff wasn't being friendly. There was no meet and greet. You know everybody says in a real-world that you have 15 seconds. The meet and greet is everything. It could take hours if you blow that. What we're saying is the sports bar that we ran, we had great food. The atmosphere in that building was horrible because it was a 40-year-old building. They didn't come for the atmosphere. They came for the food and the service, and friendship, and to enjoy themselves. I've never seen that in the five years I've been in here, that anybody is superiorly enjoying themselves in there and having fun. There just are not so I'm going to go back to the trust of whoever, whether we're picked or not picked because I have invested interests in this community. We sell real estate. We're going to have to stop that. We stage homes in here. We have talked to a lot of families. We've helped families that have to move because of death and families and it's horrible to help them but we do. All the families that we talked to in Lake Ashton, we're lucky. Everybody has worked really hard to get to this point to live their life. Why could we not have a restaurant that doesn't cost hundreds of thousands of dollars and it not be sub-par? We have to meet above the expectations when you walk in that restaurant and sit down, whether it's the meet and greet, how the server takes care of you. A server is a server. They're supposed to wait on you and take care of you. How the prep in the back and how the kitchen runs and it has to be coordinated and communicated with. It's a serious problem in this restaurant. There is no communication. None, with the other restaurants that I have seen in here. Management is severe about controlling the restaurant to make it work right. Now, I'm going to stop after this one more thing. It's "adapt, modify and overcome" the military taught us that adapt, modify, overcome. We have a lot of issues over here that we have to overcome. The first thing is trust when you all walk in that door, we have a very short period of time. You say, oh my God, we're back to another failing restaurant, we're back to paying so much money. It's just common sense. Keep it simple, stupid, but make good food, quality food and get people good service and have an atmosphere in there. It's not a morgue.

Mr. Howison: We're going to need to wrap it up it is at about 11 minutes.

Mr. Heaton: Thank you very much.

Mr. Howison: Thank you. Yes, so we're going to open it up for the Board to ask questions at this time, and then later on we'll hear comments from folks in attendance. I would expect that many of us have the same questions if we've prepared for this thing. What I'm going to suggest is that we just begin Brenda with you at your end. Pose a question and we'll just round robin it until we're through. If that's okay with you Jeff and Ann?

Ms. VanSickle: Are you planning to offer a full-service bar, and how long do you think it would take to get your liquor license?

Ms. Burns: They just can't hear you on the Zoom line if you're not using the microphone. Thank you.

Ms. Heaton: We've already prepared our application. We just have to send it in and it should take within four to six weeks.

Ms. VanSickle: Thank you. Are you currently the owner operator of a restaurant?

Ms. Heaton: No.

Ms. VanSickle: No how long has it been since you were the owner and operator?

Ms. Heaton: It has been seven years.

Ms. VanSickle: What restaurant was that?

Ms. Heaton: Somewhere Sports Bar in Winter Haven and then I also had a brochure that we sent that I gave you.

Mr. Howison: What I was going to do Brenda is have you ask a question or two and then and then we'll come back to you.

Mr. Costello: What was the reason that you live somewhere?

Ms. Heaton: She sold it. The owner sold it.

Mr. Costello: The owner sold it? Okay.

Mr. Heaton: The reason we left somewhere, our goal was always to help a widow and that's what we did. As she could not get the price for the restaurant when it's in the red. When you look at the books, nobody would buy that restaurant. It took us three-and-a-half years of working really hard and diligent to get that restaurant up where she made a good sum of money and she was happy with it, and we accomplished our goal.

Mr. Costello: What do you feel you're looking for as far as the longevity of the contract, how many years do you feel contracts should go out? What is you all's feeling about staying here?

Ms. Heaton: We're not planning on moving, so probably a minimum of three years and then we would have an exit plan as far as either the people that we have trained and work with us to take over or to bring in someone with that purpose in mind.

Mr. Costello: But you would be the owner and the person running it?

Ms. Heaton: Correct and we would train.

Mr. Costello: You listed three different people in yourself, your husband, and one other person, Mr.?

Ms. Heaton: Jones.

Mr. Costello: Yes. What would be the makeup of how you would work this? I mean who's going to be doing what?

Ms. Heaton: He's had a lot of experience as far as in the kitchen. We worked with him at Somewhere and he was the former owner of Richie's Pizza in Auburndale, I don't know if anybody's familiar with that. But at Somewhere our pizzas were renown so he would be coming onboard to train other cooks, help with scheduling in the kitchen, help with ordering. He would help with overseeing the kitchen.

Mr. Costello: The only other thing is that he was in and out of Richie several times according to you. It seemed like he was in and out. Is there a reason for that or?

Ms. Heaton: Partnership.

Mr. Costello: Okay. The only other thing I can honestly say as a resident here, you're never going to have a day off. It's going to be constant. Are you ready for that?

Ms. Heaton: Well, we realize that and we've talked about it. Whether we wanted to make the sacrifice, but we just don't understand why this place with so much potential can't make it. So we are just doers.

Mr. Costello: I'm sorry Steve. The one thing that really wasn't answered, I don't think by anybody was sufficient funds. Do you have the sufficient funds to? You will, okay.

Ms. Heaton: Sufficient funds, yeah.

Mr. Costello: To start operations?

Ms. Heaton: Yeah.

Mr. Costello: Thank you for your time.

Mr. Realmuto: I guess that was a good lead in to my first question. One of the messages I've received by Curly from the members of the restaurant committee as well as members of the community at large, is the CDD needs to, once we've selected a restaurant, butt out and allow the owners to run the restaurant as they see fit and the outcome of the restaurant will be based on what the owners do. I believe we've received that message, but just to be clear with you, that means we're talking about a lease arrangement where it's your business, we'll negotiate the lease with you and from there on out, you and the residents of Lake Ashton will be responsible for its success or failure. Since you've operated many establishments without owning them in the past, I want to be sure that your proposal as well and you're confident. Maybe you can address to the Board a little bit about how you would address lean times. As you know, we're heading into peak season probably a little late in choosing a restaurant there, but it's going to be followed very quickly. People start leaving in late March, even into April. How you're going to address getting through the leaner financial times?

Ms. Heaton: I would say we'll probably have just the basic menu. We also will offer box lunches for golfers, specials for bingo players trying to tap into that, and with the home delivery. Then at that point, we'd probably be advertising outside of the community to try and pull people in from out of the community.

Mr. Realmuto: Thank you for that. You brought up the menu. I know that you have shared a proposed menu with the Board of Supervisors, but I don't think that was received in time to include in the agenda packet. For the benefit of residents who might want to offer their opinions on the choices before us, could you share some of the ideas what you intend to open with perhaps, or what you might offer during peak season versus off-peak season in terms of a menu and price points?

Ms. Heaton: We have a basic menu which we would offer pizza, and which will be made on site as far as from scratch, and also chicken wings. We use top quality products. We don't use frozen, they are fresh wings and sandwiches, burgers, an assortment of burgers. Then during the week we would have specials, maybe one night, a Taco Tuesday and an Italian night, a roast beef night. As I said, our daily specials will be ever evolving. We will see what goes well in the community. Also to cross utilization as far as

the products that we purchased. The other thing is that we don't have a national account with any vendor, we can buy from whoever gives us the best quality for the best price. In other words, we can shop like we do at the supermarket.

Ms. Landgrebe: That's good lead in to my questions.

Mr. Heaton: Excuse me. I'm sorry. When we took Somewhere Sports Bar over, the food cost is the most expensive, labor there's a lot less. I don't know if you-all know this, but waitresses did make at the time, five dollars and eight cents an hour. If they don't make tips, they can't support themselves at five dollars and eight cents an hour for eight hours, 40 bucks. You can't live off of that. What we tried to do was every week the vendors come in. You have to be intelligent working with these vendors because the price is from extremely low to very high, and then you have to figure out the food quality and the quantity that we're going to serve the families. That is a very important thing every week setting down with these vendors, it takes hours and discussing and negotiating a fair price. We can give you all a fair price and a good quality product. Like Ann said we found on this. We don't use anything frozen. Nothing canned, if we can get away with it, everything is fresh. We had the best burgers, the best chicken wing, the best pizza, the best chicken Philly subs, chicken subs. We had a menu that was varied some. But you can't have 400 things on the menu. That's a disaster happening and the restaurant is going to fail. You cannot have so many things on the menu or it will not work. It just doesn't. With that, I'm going to stop.

Ms. Landgrebe: Thank you. Ann, I recognize you said you have no national attach to vendors and that can be a plus or a negative and it takes time to develop those relationships. What is your plan in developing? Because not having a relationship with the vendor puts you at the bottom of the pole. Help me understand, please.

Ms. Heaton: Okay. I used the wrong word there. I shouldn't have said relationship. I have a relationship with.

Ms. Landgrebe: You don't have accounts, correct?

Ms. Heaton: Well, no new restaurant has an account, but I do have a relationship with Katie Mitchell now. She was with Cisco for years and she is now at Cheney Brothers, which is a locally owned organization. I've been talking with her and working with her as

far as trying to get ideas of what an opening order would be. We do have the relationship. We aren't tied in to one particular vendor that we are required to buy from.

Ms. Landgrebe: Thanks for explaining that. Then, just for clarification purposes, it sounds like your history involves a lot of management and taking over but not ownership. Is that correct?

Ms. Heaton: Well, the brochure of that shows that was my shot. That was my business.

Ms. Landgrebe: Then also where and how would you be drawing your workforce from since you now that the business for I think you said about seven years, restaurants all over have hire sites.

Ms. Heaton: I don't know. That will be the definite challenge and then also getting the right people is going to be a challenge for anybody. We already have commitments, You saw Joe's resume. Also, we have some other people we had worked with previously that would be coming onboard. I've got commitments from some of the residents in Lake Ashton that feel like they would like to be a part of the restaurant. Then other than that, we would just have to go about ZipRecruiter or Indeed.

Ms. Landgrebe: One more and then I'll pass to Lloyd. Would you also be looking at doing catering or you just strictly going to do restaurant?

Ms. Heaton: Initially, our focus would be the restaurant. Then eventually down the road, if we feel that we could handle the catering, we would bring that up. But that doesn't mean that an organization within the community want to have a special lunch and a dinner meeting or whatever that we wouldn't be able to accommodate there or look to accommodate them.

Ms. Landgrebe: Thank you. Okay. Jeff, I think you have another minute or so.

Mr. Howison: You have about four minutes. I think the Board has addressed virtually everything that I had. I'm going to back up and just hit the elephant in the room again. You guys live in our community. There are obvious pros and cons and we've talked a little bit about that. But given some of the reactions we've seen from residents, for previous restaurant operators, and in fact, Board members, are you prepared to deal with the negative feedback and the potential personal attacks and phone calls and emails?

How would you do that? I think Jeff, you open things up with your police experience. That's pretty ideal for being able to diffuse the situation.

Mr. Heaton: I guess my expectation is that after about 10 years, I realized on the SWAT team that we could save more young black people's lives and then that's why I went and studied. I studied at the FBI training academy in Quantico, Virginia for two years. Very hard course to pass. Then I studied at St. Elizabeth's Mental Hospital for two years to be a certified crisis intervener I went across the country training other police. That's why I'm a little nuts, but anyway. But my job as a police officer was always diffusing, handling people's problems, and you have to have thick skin. In my academy class of 50 officers, only three of us made it to the 20 years. Most officers, most people quit the first year. It's a very hard job, not so much physically, but mentally because you're constantly being attacked verbally. My thing goes back to your question on trust. We have to hit that door when you all walk in there running and it has to be right. There have been too many restaurants, too many failures, too many let downs, too many disappointments, too much just like I don't even want to go in there I'm going to chili's because I'm not going to waste my time and blow \$40 and be upset and nobody is listening to me. One of the major things with restaurants is if the managers they are making decisions aren't there all the time, the restaurant is going to fail because employees can't make the decisions and don't want to and they personally really don't care. To answer your question, we will have to be there. We have talked about this for over a year. We're going to have to be there seven days a week from the time that door opens to the time it closes. That is a really big commitment for Ann and I. We have several businesses that we do own. We're both realtors and we're very successful in the real estate business. We're not doing this for the money. We're not doing this for the money because the real estate market that we're in right now, the money we're making, we have a staging company that's very successful. We stage million-dollar homes. Anyway, my point is we do own three or four businesses right now that are very successful. We have to stop them and close them down because we cannot do those and be here 24/7. Our heart and soul and energy has to be in this restaurant, and if I didn't think we could do it, I wouldn't be standing up here. We do not fail, and if it does, we're going to give it our best. Our very best. If I realize that it's not working, I'm going to be the first one that come and say, you know what, there's something not right and we didn't do

something right and maybe we shouldn't be here. I'm not going to make us stay in here on a contract for five years when it's not working right, but that's what we're going to do.

Mr. Howison: Good deal. Thank you. I'm going to just ask Brenda, do you have anything else?

Ms. VanSickle: I guess my one concern if you could help me with this a little bit. You've never actually owned a restaurant before. What do you see as the major challenges between managing a restaurant and being the owner and the operator?

Ms. Heaton: I don't see any difference between what we did at Somewhere and what we would do here. We were at Somewhere all that time the owner was never there, never involved, never gave any opinions. We ran that place like it was ours and gave it the dedication and time and energy that we would have if we had owned it.

Mr. Heaton: In the four years that we walked in that front door, the owner, the lady, came in twice in four years and that was just for lunch to say hi. She never made any decisions in that restaurant at all. She did not want to. They had several other businesses and she was overwhelmed with the death of her husband and trying to run the other businesses and she did not want to lose that because he had it for like 20 years. Maybe our name doesn't say we owned it, but we actually made every decision in that restaurant for four years.

Mr. Howison: Now, we're over time but I know that Mike and Steve both have one more question, so I'd ask you to keep your answers brief please.

Mr. Costello: Catering. Do you have any opinions on catering or do you have any experience in catering?

Ms. Heaton: On my brochure that I passed out to all of you, I did cater lunches and we actually delivered the lunches to surrounding businesses or banks. A lot of the banks used our services. We also hosted for pharmaceutical reps. In the evening, they would invite doctors to come in and we would serve them dinner and they would make presentation on their products within the shop. We prepared meals for them.

Mr. Realmuto: I have just one multi-part question and it's aimed toward helping us understand and develop some confidence in your financial plan for success. We can all have the best intentions, but when push comes to shove, you're not going to be able to maintain a restaurant that's losing money indefinitely as we're all too painfully aware. My

question for you is, what is your financial plan for success? Have you run the numbers? With some details, for example, how many guests a day do you anticipate needing to be a viable operation and your expected percentage labor and food costs, that thing?

Ms. Heaton: Well, because we have not been told that we were selected, we didn't hire any professional help. We did this on our own, but I was figuring there are 2,000 residents, approximately 2,000 residents in Lake Ashton and if we are able to capture even just 1% of that at figuring \$20 a meal, just to round it off, make it simple, taking out 30% for overhead and labor and food that we should be able to net out about a little over 100 at the end of the year.

Mr. Howison: Thank you very much. I appreciate it. We're going to ask you to step out, if you would, and Christine, can you bring in, I think we had, next on the agenda was Marina. Thank you very much.

Ms. Wells: Just as a reminder, I'm not sure if you want to make this item part of the discussion or not, but I know Jan had mentioned that the rental rate was something that would eventually need to be decided. If you want to discuss comfort level with rental rates or not. Totally up to you. Just something that I had on my list. Someone had already talked about the length of the lease.

Mr. Howison: No, thank you.

II. Luigi Signore (Marina Ristorante, LLC)

Mr. Howison: Welcome, Luigi. We'd like you to present whatever you'd wish to a maximum of 10 minutes, and then we'll open it up for the Board to ask questions of you. At your leisure. Please use the microphone so people online can hear you.

Ms. Landgrebe: Luigi, as you get started and I apologize. Luigi or Geno? I'm a little confused with what I was hearing.

Mr. Signore: It's either one. It's Luigi, but I go by Geno. Either one works.

Ms. Landgrebe: Thank you.

Mr. Signore: I've been in the restaurant business for many years, so it's been a long time I've been doing this. Right now, I have a restaurant up in Cape Canaveral and I have been there for close to 10 years now. It's a small Italian restaurant. This came up so we're trying to see if we can make some work here. I had an idea to put a buffet type

of menu on with an addition of a regular menu. They have different kinds of food and Shaffer dishes, which they will be on moving trays. They put them on trays that it can be moved from one place to another, to be used as efficiently as it can, anywhere on the premises. If you need them, when you need them, where you need them, how you need them, what kind of food you need it and different types of food. The buffet, that could be different salads, rice, pasta, fish, chicken, all kinds of deserts, coffee and things like that. They could be under buffet. In addition, the new laugh, a menu that you can use it for lunch and dinner. The buffet can be used for breakfast, lunch, and dinner. You could keep that with different food out. You finish the breakfast, you change it for lunch. The lunch it could be either lunch and dinner or you can have different foods also for the dinner. The dinner part of it, it could be with the menu and the buffet at the same time. Reason why to use the buffet is because lot of times when we use different food and you have a menu, many times people don't know what's on the menu. They can read what it is, but they don't know exactly what it is. The buffet, it's a visual menu that you can say, I like this, I like that. Easy to see and pick and choose whatever you want on it. That will work that way. To use the bar, we use different menu for the bar, like a finger food type of food, fried chicken wings so calamari, or mozzarella sticks, or Popper's or stuff like that for the bar. You use a different menu for the bar. For the traditional menu, it can use a menu that's a standard menu or we can have even a weekly menu for the restaurant. Use for different types of food like fish, chickens, meat buffets. That could be done at the restaurant for dinner time. A little bit more better quality of food. The buffet will be good in order to use it for, say, for weddings because there'll be moving parts to different areas of the premises wherever you use it, wherever you need it. If you have an event going on for like fifty people, you could use it for that particular area. Also could be used anywhere else and still keeping part of it. That will work that way.

Mr. Howison: Okay.

Mr. Signore: If you have any questions, you can ask me?

Mr. Howison: Sure. I think we'll go the other way this time. I'll open it up. First of all, thank you for your proposal and congratulations. I know your restaurant is named in the top 10 in the Cape Canaveral area, so congratulations. It appears to me that operating two restaurants located so far apart could raise a number of challenges for you. Can you

explain what challenges you envision and how you plan to address them? Secondly, do you plan to move any staff from your current location, to the Lake Ashton?

Mr. Signore: If this is chosen, then I would have to close my location. The location Cape Canaveral would be closed and I'd be here. The stuff that is there probably will be moving over here and would be operated in one location only.

Mr. Howison: Okay. Thank you. Your menu is heavily skewed toward Italian dishes. Are you willing to make changes to the menu and pricing to appeal to a broader audience?

Mr. Signore: Definitely.

Mr. Howison: I did see the breakfast menu and then that lunch menu.

Ms. Landgrebe: Thank you, Geno. Your expectation would be, if given this, and you understand this would be a lease so that this would be your restaurant?

Mr. Signore: Right.

Ms. Landgrebe: Great. I'm just trying to think, you said you'd be closing your successful restaurant in Cape Canaveral and moving everyone?

Mr. Signore: Yeah. Because it would be practically impossible to work at two different places and I would not have the staff to work at all places.

Ms. Landgrebe: What length of time would you be looking for in leasing the restaurant?

Mr. Signore: Probably two months.

Ms. Landgrebe: To start, you mean? Two months to start, but how long of a lease would you be looking for?

Mr. Signore: Well, that's up to you. Would it be five years maybe. If you only offer two years, three years, I'm not sure. Five years would be good, I think.

Ms. Landgrebe: Your current restaurant, you currently have a liquor license?

Mr. Signore: I have a liquor license, but it's only wine and beer, though. It's a small restaurant, so you cannot have a full license.

Mr. Howison: As an add-on to that, would you intend to apply for a full-service liquor license, full bar license should you be awarded the lease here?

Mr. Signore: Yes.

Mr. Realmuto: I'd like to ask a number of questions to get a better sense of your financial picture. I guess my first one would be is the restaurant you currently operate profitable?

Mr. Signore: Yes, it is.

Mr. Realmuto: I'm wondering how many guests a day on average?

Mr. Signore: The restaurant only sits around 30 people. We do around 40 or 50 people a day.

Mr. Realmuto: You're successful with the 40-50 people a day?

Mr. Signore: Definitely, yeah. Well, that particular restaurant the prices are a little bit pricey. But I'm not planning to do the same thing over here. It's not the question. We contain our prices to fit the area.

Ms. Landgrebe: It's hard to hear you.

Mr. Signore: To fit so that people can have good food with a good price.

Mr. Realmuto: For the record, I believe our previous restaurant has never gone much below 100. It was averaged, I'd say in the high 100s a day. Do you feel that you would be able to provide the staffing to accommodate what I believe averaged to 175 and maybe even peaked some days to 200 or more people a day.

Mr. Signore: Yeah, absolutely. If we go with the buffet, you can serve 400, 500 people from about a half hour to 45 minutes. That's why the buffet makes a lot of sense. Because you don't have to have that much staffing, especially in front, then you can serve a lot of different people.

Mr. Realmuto: Would you utilize the buffet exclusively during certain times or would the buffet supplement your regular menu?

Mr. Signore: With the regular menu, yeah.

Mr. Realmuto: Can you give us a feel for what your percentage costs are on labor and food, what you're experiencing currently and what you have to do?

Mr. Signore: It's usually around 30%.

Mr. Realmuto: 30% food without labor?

Mr. Signore: No. For labor and food.

Mr. Realmuto: Really? That's a big improvement from what we've seen. Thank you.

Mr. Costello: Catering. You do realize that people are going to be able to bring caterers in from the outside, so you're going to have to compete for it.

Mr. Signore: Sure.

Mr. Costello: Do you have experience there?

Mr. Signore: In catering?

Mr. Costello: Yes.

Mr. Signore: We do cater right now, totally at the restaurant we're doing. The catering is a good supplement to the regular restaurant. It's much easier to do catering than to do the restaurants. Catering it's almost the most that you got to do in order to supplement whatever you don't do in a restaurant. Because catering, it's easy. You do it on your own time and you know exactly what portions, what food you have to use, whether a restaurant is always, am I going to be busy or am I not going to get busy. You do not know exactly how to measure yourself. But catering is a done deal.

Mr. Costello: Some of the things that you listed for outside activities, bringing people into the restaurant were like wine tasting, I think.

Mr. Signore: Yeah, that's one of them.

Mr. Costello: Did you do that in the other restaurant?

Mr. Signore: At the other restaurant, occasionally, we'll do a wine tasting. Sometimes we will use a Sunday that we're closed to do the wine tasting or during the lunch time when we were closed, but it happens once in a while, but it could be done or in the winter season could be a nice thing. Then it can also organize a lot of different other activities. If somebody's interested in cooking lessons.

Mr. Costello: Canaveral has got to be like any other part of Florida where it's quite seasonal.

Mr. Signore: It is seasonal.

Mr. Costello: During the slower times, how do you bring people into the restaurant? I take it that the wine tasting or cooking classes do.

Mr. Signore: Well, we utilize those slow times to wind down a little bit, but also to do all those kinds of activities. You do the wine tasting, you bring in people by making an event every once in a while, bringing some singers or somebody that plays piano, things like that, that you make an evening out of something. Most of the times, it works. Not all

the time, but most of the times it works pretty well. You can have an entertainer coming in to bring people in and you announce on social media that this person is coming in.

Mr. Costello: Thank you.

Ms. VanSickle: Geno, you've got a successful restaurant in Cape Canaveral and you're interested in coming to Lake Ashton. Can you tell me why Lake Ashton?

Mr. Signore: Well, because for one thing, this is a lot bigger. You could do a lot more with a restaurant here than I could do with a 30-seat restaurant, so that would be very limited. If you want to bring, say a singer or over here you could bring 200 people, 300 people over there, you got to limit yourself. With the same amount that you have to spend over here to hire a musician or hire an entertainer and you could bring 200 people inside the premises, it's not the same as bringing 30 people. That's one of the reasons, with a bigger place, you could do a lot more than just running a small restaurant.

Ms. VanSickle: Thank you. So like a promotion, right?

Mr. Signore: Right. Exactly.

Ms. VanSickle: Next question was you mentioned a lot of things you mentioned a buffet, you mentioned a menu, you mentioned refrigerator with cold sandwiches. Could you explain what your daily operation, would you have the buffet every day? Would you have cold sandwiches every day? The menu every day? How would you accomplish that?

Mr. Signore: Well, because the buffet could be pre-prepared and you can have people working from 4:00 in the morning to prepare that for the buffet, then the regular menu, you will have the staffing, that it's there and they could do that because once the buffet is prepared, there is not much else that they have to do in the kitchen than concentrate on doing a regular menu.

Ms. VanSickle: Thank you.

Mr. Howison: Any other questions from anyone on the Board?

Mr. Realmuto: One quick question that's come up in the community and not just for your own proposal, but some of the others is residents are concerned with restaurants that might have a limited menu, and because of your current restaurant, the name there, they are assuming essentially that what you're reopening here is an Italian restaurant. Yet the menus you've provided us both for breakfast and the various deli sandwich another

sandwiches and soup choices seemed to be a lot broader than that. Do you want to take the opportunity to address those concerns?

Mr. Signore: Well, what I'm proposing is also it's not all Italian. Cuban food, Caribbean food, different kinds of Mexican food. We could especially on the buffet expand the menu in different ways. As I said also, on the buffet you can have salads. Rice is done in a different, paella, you can have a different all kinds of rice and chickens and meats done in a way that it's not always done.

Mr. Realmuto: I understand there are many things you can do. I just wanted to be clear on the menus that you sent to Christine that she forwarded to all of us. Is that what you propose opening with or just what you see is a list of possibilities?

Mr. Signore: Those are a list of possibilities, but I can elaborate on that. Make different ones, make those ones and different ones with addition to those.

Mr. Realmuto: Thank you, sir.

Mr. Howison: Your proposal didn't comment on the challenges you might foresee in a 55 and older community. Do you see any challenges and if you do, how would you address those?

Mr. Signore: You mean by the clients itself?

Mr. Howison: Yeah. Currently, we're 55 and older community and a number of folks have dietary restrictions. It's just a little different.

Mr. Signore: I see what you mean. For dietary differences, we can also have a dietitian that can have someone adding a different thing. Say that a client has a problem with salt, as they have certain food, certain needs, just say boiled vegetables, no salt, that could be done also. We know that we're dealing with people that are older with all kinds of different health issues. Certain people that cannot have gluten or they can't eat salt or a lot of salts or a lot of different products, that could be addressed. We can make a list of people that they have those issues, and what kind of problems they have. The food, it could be cooked, say personalized for that particular person.

Ms. Landgrebe: Along those lines with food, we do have a number of people who do not eat pork, whether it's for allergies or just other reasons.

Mr. Howison: Religious also.

Ms. Landgrebe: You'd be able to separate those?

Mr. Signore: Absolutely. Yeah.

Ms. Landgrebe: You've mentioned also alternatives to various cultural foods. Your current restaurant is Italian. Do you have experienced in those other foods or?

Mr. Signore: Yeah, I do and I also have people that they actually make Caribbean, make Mexican, and different other foods.

Ms. Landgrebe: You're pretty confident that your staff would be willing to move the 2 hours over here?

Mr. Signore: Yeah. I'm thinking that if I do, I probably would have to rent.

Ms. VanSickle: A van.

Mr. Signore: Not a van, but an apartment or a house because probably even myself, I cannot do. I live in Orlando, but I probably even in every day to do that it's a challenge. I would have to stay at least 3-4 days a week otherwise I would just be driving.

Ms. Landgrebe: Would your plan be that you would be here all the time?

Mr. Signore: Yes.

Ms. Landgrebe: You're looking based on your proposal, seven days a week, three meals.

Mr. Signore: Three meals a day seven days a week.

Ms. Landgrebe: Thank you.

Mr. Howison: Any other questions? Geno, thank you very much. We appreciate it. What will ask you to do now if you would, leave again, and then we'll talk to the next proposer.

Mr. Signore: Do I wait?

Mr. Howison: You're welcome to wait, or you can leave either way. It's entirely up to you.

Mr. Signore: Thank you very much.

III. Nik Minadakis (Charm City)

Mr. Howison: Hello Nik, thank you and congratulations on that success at Charm City.

Mr. Minadakis: Thank you.

Mr. Howison: A lot of folks here like your restaurant. What we're going to ask you to do is to present to us limited to 10 minutes and then we'll throw some questions at you and we will try and have you finished within a half an hour. No more.

Mr. Minadakis: Sounds good. I'm Nick Minadakis the owner of Charm City. Born and raised in the restaurant business. A lot of people say born and raised in the restaurant business. They don't really mean it the way we do. We still live on top of the restaurant. I was born on top of the restaurant. That was what I did. It was there on my spare time. Even as a four-year-old kid, I was in the kitchen playing with the cooks, just hanging out with them like they're my best friends. Learned from the best in the business in my personal opinion, my dad. I really enjoy the restaurant business, I really do and my kids even enjoy it as well. That being said, everybody loves my menu at Charm City, everybody loves to style a restaurant that Charm City is because service, excuse my French has gone down the hole. It's a lot easier. No, not Charm City, restaurants in general. But it is easier for me instead of babysitting 18 servers to babysit four or five and get better service out of the four or five than the 18. That being said, I would love to incorporate that style in here as well with a simple menu like the one we have now with real Maryland crab cakes, fresh grouper sandwiches, and all my barbecue that we do as well. I already have a smoker on a trailer that we're planning on bringing out here if we do get the opportunity. We're going to do on site smoking and just everything as fresh as possible. I am planning on doing multiple different nights, like a pasta night, a taco night, a steak night. I am planning on doing all of that as well. Then you had mentioned before what challenges in at 55 and over community. I think the biggest thing to do is not treat it like a 55 and older community. You guys don't want to be treated like you are senior citizens and nobody really wants that. You guys still want to have fun, you still want to enjoy yourselves. I know you're working on a fixed income, so we'll incorporate loyalty points and different discounts and whatnot. But the biggest thing for me is not to treat it like you guys are already 1 ft in the grave. Like we want to have fun, let's have fun. You guys any questions I'm open.

Mr. Howison: Brenda, start us off.

Ms. VanSickle: You have a successful restaurant in Bartow, why are you interested in opening a restaurant in Lake Ashton, and who would be onsite?

Mr. Minadakis: I will be on-site and I'm interested because it's just a dream that I want to do. I don't want to open one more restaurant, I do want to open two or three more restaurants and I want to leave my legacy to my kids. My dad did the same for me. My dad came from nothing. He worked his butt off and he made what he had. It used to be an old Bingo hall in Maryland and it was a 50-seat restaurant and now it's an 850-seat restaurant and that's what he left us. I want to be able to leave my kids something I want them to be proud of who I am and be like, Hey, that's my dad. My dad did that. It's not about the money. When you come in and you loved everything about it, awesome. You walk in, you leave with a smile on your face. You can walk in and you're hungry as all hell, but when you leave, you're smiling and you're happy. And that's what we want. I want my kids, we do a lot of donating, we do a lot of community service and my kids are right there with me and they're doing it, they're doing everything with me. I believe that I'm doing it for my kids.

Ms. VanSickle: The restaurant is strictly seafood and barbecue and I've got to say my husband thoroughly enjoyed your grouper and your barbecue was excellent.

Mr. Minadakis: Thank you.

Ms. VanSickle: But you are going to have other foods there also because I don't think just that would appeal to a lot of people. Might get them once but not repeat it.

Mr. Minadakis: You can't, you have to change it up, especially if we're doing seven days a week and you want people to come at multiple times, you can't expect me to eat a pulled pork sandwich four days a week. That's why I said I'm going to do taco night, I'm going to incorporate different flatbreads instead of pizza we will do different flatbreads, different pasta dishes that I'm planning on doing as well. My culinary background, I can do everything and I believe it's amazing. I've never had bad reviews on my food and my service is right there too. I think it's going to be fun. I'm not going to say it's a challenge, it's just going to be fun.

Ms. VanSickle: We would have your commitment to Lake Ashton.

Mr. Minadakis: Absolutely.

Mr. Costello: I've been to your restaurant in Bartow.

Mr. Minadakis: Thank you.

Mr. Costello: This is going to be a totally different scenario as far as serving people and all of that.

Mr. Minadakis: Absolutely.

Mr. Costello: Do you have a pool of people to hire?

Mr. Minadakis: I don't have a pool of people that are ready to work and open up tomorrow. But I do have my foundation that is ready to, if need be, they can be here tomorrow to start prepping and start training, so I don't have to do everything hands-on. I will be overseeing everything and I will be here. But it's a lot easier for me to put my chef, put them in here, my front of house manager to put her in here and say, this is what we're doing, this is how we do it. We have a guide for cooks, we have a guide for front of house, and everybody that gets trained will have to pass a test per se before they're actually allowed to start taking orders or running food or whatever it is. But you're not just going to get thrown in and here you go, take it, have fun. I understand the challenges that you're talking about, but once again, it's going to be fun and we have a system in place there where we'd been out for two years and the system that I do have in place, I was able to leave and go to Greece for three weeks this summer. The restaurant works, the system works, and I don't want to change it I will just make it bigger.

Mr. Costello: Well, the only thing there is that your people, the operation that you have in Bartow is quite a simple operation as far as you walk up, you order food.

Mr. Minadakis: Absolutely.

Mr. Costello: You go and get your drink, you sit down, and they bring you the food. You're going to be operating. You're going to have to operate with some kind of a POS system or something of that.

Mr. Minadakis: There's a mobile POS system. They look like a phone. If you want to order another beer, the runner can do it right from your phone. I am planning one if we do get the opportunity here, to not get your own drinks. I'll have people running your drinks and getting your refills so you don't have to worry about that part as well and then if you want to order, I'm going to bring ice cream in, so we'll have plenty of ice creams and as a dessert option, I don't know what they were doing before, but everybody loves ice cream.

Mr. Costello: How much do you feel you're going to vary your menu? Ice cream in front food for people that are like 78 years old. This is not the recommended dietary thing.

Mr. Minadakis: But once again it's the 55 and over challenges. You're told not to drink, but everybody here drinks too.

Mr. Costello: How do you know that? How do you know that everybody in here drinks?

Mr. Minadakis: I'm here. That's why I'm here.

Mr. Costello: There's no liquor license here right now. Anybody have a drink up there? I figured I'd get people raising their hands.

Mr. Minadakis: There you go. I'm not telling you to eat ice cream every day and I'm not telling you to have a fried grouper or sandwich every day. Obviously, maybe have six beers a day. Probably be all right. Just balance. Just the different stuff that we're trying to do.

Mr. Costello: So you would vary the menu somewhat from what we're looking at now.

Mr. Minadakis: We'll do low-sodium options.

Mr. Costello: Sodium options. I'm thinking that the fried food is like, mostly people in here. In the barbecue, I enjoyed your food very much. I thought it was very good.

Mr. Minadakis: Thank you.

Mr. Costello: But by the same token, you're going to want people to be coming here quite often.

Mr. Minadakis: Absolutely.

Mr. Costello: People are not going to be eating barbecue and fried foods all the time, so you're going to have to vary your menu in some way.

Mr. Minadakis: Absolutely. I will have different pasta dishes. I'll add steaks and I'm changing it up. We will add different options.

Mr. Costello: Thank you.

Mr. Minadakis: Yes, sir. Thank you.

Mr. Realmuto: I don't want to beat a dead horse, but in speaking to our many residents here, quite frankly, their biggest concern and many of them enjoy, including myself enjoy the seafood at your current restaurant and at the food truck. I know you've been here many times, but the concern that's been expressed to me many times for many different residents is that they're looking for a place that would enable them to eat here

more often than once a week. They're concerned that at least with what they've seen so far, for the menus, they wouldn't be able to do that and as a supervisor with responsibility for the financials, I know that can be a challenge when you don't get our residents coming in more frequently than once a month. We also have people who don't eat seafood. I understand you're planning to mix it up, but guess how would you address that to those residents with those concerns? What would be on your daily menu that they can count on being able to choose from?

Mr. Minadakis: The restaurant that we have in Maryland started off as 170 different items on the menu and the whole reason for me coming down here and simplifying it was for this dollar restaurant. I already have a second menu planned out. There are different pasta dishes, they're different fish options. There are different chicken dishes. It's not going to be just the two different items. There's going to be cold sandwiches as well. I'm planning on doing a shrimp salad. I'll do an avocado tuna salad. There's a lot of different stuff that I am planning on doing, so it's not just the 16 items that are on my menu now.

Ms. Landgrebe: What price point would you be looking at staying with it?

Mr. Minadakis: It really just depends on the items. My most expensive item right now is the crab cake, and that's \$23, but that's coming down within the next week or two, and everything else is \$10 for a pulled pork sandwich and it'll probably be between 10-20 bucks.

Mr. Realmuto: I'm just going to follow up a little bit on the financials. I've asked the others as well, what information can you give us about your financial plan here to help us develop some confidence that you'll be successful and be able to stay here for a long period of time and I'm interested in details like the number of guests per day on average that you would expect and what your labor and food costs is in terms of percentages.

Mr. Minadakis: Labor costs really is a lot lower than your typical restaurant because it's not going to be 18. I'm not babysitting 18 different waitresses and 35 different cooks in 17 dishwashers, it's just not happening. So my labor costs right now are very low. I'm running Charm City with \$5,000 a week and that's with all my chefs, that's with everything involved and I'm not on the line. I might have to hop on if need be if they get that busy. But for the most part, I'm able to pass that saving on to the menu and keep the items priced a lot lower. I'm not expecting everybody to walk through these doors seven days a

week and eat something, but there will be different options and I'm planning on doing a free delivery service to all the residents in here, so if you don't feel like getting dressed, you don't feel like getting up, we'll bring it to you. Easy. We can do booze to go too.

Mr. Realmuto: That may be popular here. Thank you.

Ms. Landgrebe: Nick, what I hear you saying is the menu we have in hand would not necessarily be the menu.

Mr. Minadakis: Yeah. That's just the base of it.

Ms. Landgrebe: Because we do have a lot of residents who are on low sodium and also don't eat pork. That's just not a lot of options. Will you be able to provide Christine with your newer version of the menu? I would hope that because of your last name that you might also include some Greek food.

Mr. Minadakis: There you go. We can do that.

Ms. Landgrebe: We would like some alternatives and international things. Now, what about catering? Is that of interest or not?

Mr. Minadakis: Absolutely. We do a lot of catering now. We have two food trucks, so we do a ton of catering.

Ms. Landgrebe: Non-food trucks like a wedding.

Mr. Minadakis: Yeah. We do that too. We just did a wedding last weekend. I do weddings all the time. It's easy for me.

Ms. Landgrebe: Then residents have been very clear that they want a less formal restaurant with lots of various activities going on. Your menu indicates lunch and dinner. Do you have other plans for that?

Mr. Minadakis: I do brunch options on the weekend. I think it's like six or seven different brunch options that are there. We do mimosas at the restaurant as well. Being next to the pool, I think that's going to be awesome. Where we can incorporate different party stuff, different games, and stuff that we can play. I am going to add a couple of more TVs to the restaurant. A lot of people are college football fans, are NFL fans, are baseball fans, and not necessarily make it a sports bar, but make it less formal where you can come in and you can holler and cheer for your team if need be. Once again, I want to take it back to like, let's have fun, let's not treat this like a retirement home, and let's just have fun.

Ms. Landgrebe: We appreciate that. Other activities. I do have a question on your business style. I understand the makeup. Your thought here, if I'm hearing what you're saying is, you would have the individuals where we would check in to on the handhelds and order our food that way.

Mr. Minadakis: We could do that, or we can do like the restaurant is in Bartow where you walk in, you order, and then somebody brings your food.

Ms. Landgrebe: But it's not set up for it.

Mr. Minadakis: It's easier to switch it, and it's easy to add waiters or waitresses where if you did want to add an appetizer after you sat down or if you wanted to change something or order a drink or order a dessert, they'd be able to do it right from the table.

Ms. Landgrebe: Because I was going to say a number of our residents may not be computer savvy with handhelds.

Mr. Minadakis: You won't be doing it. My people will be doing it. You don't have to worry about anything, just eat. That's all I want you to do.

Ms. Landgrebe: Great. Thank you.

Mr. Howison: Just to be clear on one thing, we've referenced alcohol quite a few times here. It currently, Charm City doesn't have a full bar, just beer and wine. Your expectation here would be to what?

Mr. Minadakis: Full bar, signature cocktails and I do want to incorporate loyalty. I just started at Charm City. We're going to do loyalty points where you rack up certain amount of points, you get a free dinner. I do it all the time anyways.

Mr. Howison: I can tell you that people here like free.

Mr. Minadakis: Everybody loves free, everybody does.

Mr. Howison: I have nothing else.

Mr. Minadakis: Any questions out there?

Ms. Landgrebe: What kind of lease term would you be looking?

Mr. Minadakis: It's up to you guys you said you wanted a new permanent home so I don't want a five-year lease and as far as money-wise, make it friendly. So if we do die down in the summertime and you're losing 60% of your residents, at least make it so we can still keep my employees and my responsibility as an employer to them, keep their families fed.

Ms. Landgrebe: You would be also advertising outside the community?

Mr. Minadakis: Absolutely. I already have. I've already expressed my interests in here and a lot of my customers drive from Lake Wales or from in here and so far, they've all been excited.

Mr. Howison: Along those lines, do you see a potential for reduction in business at Charm City based on opening the restaurant here?

Mr. Minadakis: No. I think we're only going to get busier at Charm City. Because a lot of people if they are from Lake Wales or if they are from Winter Haven and they're doing something in Lakeland or if they go to the courthouse, guess what? I had their food at Lake Ashton let me try it out in Bartow too because I know it is good.

Mr. Howison: Thank you. Appreciate it. Do we want to I think we probably want to get through the rest of the agenda or do we want to go ahead and open up for public comment now?

Mr. Realmuto: I think we agreed that we would.

Ms. Burns: Just to clarify its public comments to the Board they're not asking questions to the-

Mr. Howison: Correct. That would just be a can of worms. So we will open it.

Mr. Realmuto: Do you want to invite them back in so they can hear?

Mr. Howison: Yes, they are welcome to come back in.

Mr. Realmuto: I don't see why we wouldn't. My point is although that residents are not asking questions directly of them, we could choose to follow up on some of those after the residents were finished.

Mr. Howison: I don't want to make this a whole day affair.

Ms. Burns: Did we decide on a time? It was a minute. I think you had said before.

Mr. Howison: Let's give them two. But we're going to cut them off at two. So if anyone has any comments, we would welcome them to come up and we'll give you two minutes.

Unidentified Resident: My comment would be none of the participants really addressed staffing and we all know how important staffing is. I just think we need something a little more concrete than "Yes, I'll do it." Some have no chef, some have no staffing plans. One, I don't like to use names. I don't want to use a name. But there's one

restaurant who spoke and there was no addressing of can he bring his staff here or he's keeping his other restaurant open? Where is he getting a staff? Where is he training? I mean, this has been a problem from day one, from 2006, is staffing and chefs. I think we need to really get that squared away. Thank you.

Ms. Burns: Just a reminder to everybody. Please state your name for the record when you come up.

Resident (Jay Brantley): My name is Jay Brantley and I was recently diagnosed with Parkinson's so that led me to the driving that I can do and to get to a breakfast restaurant now I have to drive all the way to Haines City or other areas that I'm uncomfortable to drive to only one of the participants this morning mentioned breakfast and I would like to have breakfast be on the agenda as well.

Resident (Carol Corley): Hi, my name is Carol Corley. I live in lot 810 on the west. Just one concern. We have a Somewhere restaurant probably within five miles up here and one of the groups ran Somewhere. I would like to know how different their proposal for Lake Ashton would be than the one currently at somewhere because we don't need two restaurants that very much the same that close together. The other concern would be the one Charm City which sounds really awesome but a lot of people don't eat crab and they'd have to make a major change in their menu to make it acceptable to a lot of people. I mean crab is one of those things that people are allergic to and the restaurant seem to be rather specific. I know they said they would think of doing others. So those are my concerns. Thank you.

Resident (Diane Gray): Hi, my name is Diane Gray. My concern is Lake Ashton allowing whoever we select to advertise or put signage in the front of Lake Ashton to let people know that they are welcome to come in here to utilize the restaurant. We want the restaurant to be successful and to have no signage to let them know that they are welcome in here. Are we going to allow that?

Mr. Howison: Thank you and I love your shirt.

Resident (Steve Adams): Good morning. My name is Steve Adams. I live on Ashton Club Drive. I just have a question for the Board. Have the proposal people had a chance to tour the kitchen at all? Seeing I've cooked back there and it is a very limited size kitchen.

Mr. Howison: I can answer that. Yes, they were all given the opportunity and Christine did all three tours. Any other comments for the Board? Thank you.

Ms. Landgrebe: I'm not sure how to read that folks.

Mr. Realmuto: The question is, where do we go from here? I think it's the larger question.

Mr. Howison: Next question is, are we prepared to make a selection today? Remember we can we can extend this meeting.

Ms. Burns: Sure. We can continue the meeting if you wanted more time to make a decision. Our next meeting is only three weeks away, for the December meeting. If the Board feels they want additional information, we could request that, give people time to go to their existing restaurants, and that's always an option as well.

Mr. Howison: I leave it to the pleasure of the Board. My recommendation would be to move it out and if we do need or want more information, supervisors can contact Christine. Christine will compile our requests and get the requests out to the respondents. Does that make sense or not?

Ms. Landgrebe: I agree with you. I think there are some follow-up questions. I'd like to see references followed up on.

Mr. Realmuto: I believe Christine did follow up on that.

Ms. Landgrebe: We have not received all the responses. I'd like to see updated menus for those who would like to provide that. I'm sure we have other questions.

Mr. Realmuto: I agree that we certainly don't want to rush this, there is only three weeks between this meeting and the next one. However, that still begs the question of what do we do between now and that. Speaking for myself, I feel right now we're privy to a little bit more information than the residents have seen since they all forwarded us in some form, sample or proposed menus. I think that's really crucial for residents understanding what the choices are before us as a community. I realize we all have the opportunity to forward questions to Christine that she can forward to them. Those tend to dribble in piecemeal, we may or may not get answers. What I'm looking for the minimum is to have each of the proposers come forward with what they propose, as we can call them sample or perhaps opening menus, we're not holding them to it. But what they would intend to open with here, complete with prices. I'd like to make that information available

to residents. I know some supervisors that they don't want to do a short poll, certainly today that wouldn't be appropriate, but frankly, I at least I personally want to get more feedback from residents. We're only five people here. Even if we ate here every day of the week, we alone are not going to make the restaurants successful. It's all the residents of Lake Ashton, as well as who they are able to attract from the outside, that are going to help make the restaurant successful. I really do feel we need to get some feedback. Once we have information, so they're making an informed choice, I actually would favor at least polling them, so we understand there's a consensus in the community.

Mr. Howison: I would agree. My problem with a straw poll today is that I don't think we have all the information that you're going to need, and we certainly don't have the entire community here.

Ms. Burns: I would suggest if we're looking for a proposed menu from each of the three proposers, that they provide that to Christine by Friday, the 9th of December, which would be a time for it to be included in the agenda that's posted online and every resident who is interested in that would have access to be able to view that a week prior to the Board meeting. Which would give the Board members a chance to have discussions with residents.

Ms. VanSickle: It might also be helpful if that was published in an email blast, since some people do not go in and look for that agenda. And if it were in the email blast as restaurant menus, so it's at the top of the list and not the bottom.

Ms. Burns: We'll put it in the agenda then Christine can also send out a blast with the three menus with a link to just the three menus, so it's not buried in the agenda with everything else.

Mr. Howison: I believe I have one last comment and then we'll move along with the agenda.

Resident (Julie, 4167 Aberdeen): One last question. I'm Julie from 4167 Aberdeen, we've been here just a short period of time. My question is, this back-and-forth we're doing is there a timeline that we're looking at that the decision would be made and a restaurant would be open?

Mr. Howison: I think the timeline now, it looks like it would be at our next meeting in December, a decision made. It will take a little bit of time to negotiate a lease, and

whoever is selected will require a little bit of time to startup. It's going to be a little while, but we want to do this right rather than fast.

Resident (Julie, 4167 Aberdeen): I understand, I was just wondering with the snowbirds coming back, and we're going to be getting busy, you don't want to push it off too long. Thank you very much.

Mr. Howison: Thank you.

Mr. Realmuto: Before we leave the restaurant agenda item, there has been one of the things that come to my attention, and that is that there were apparently other potential proposers interesting in submitting proposals. I realize they missed the deadline, I just think we need to bring it to the Board to discuss whether or not we're interested in entertaining those, or telling them simply sorry, the deadline has passed, we should make that decision as a Board.

Mr. Howison: Any discussion from the Board?

Ms. Landgrebe: Well, maybe a couple of questions, what was the reason that they missed these deadlines? Do you know?

Mr. Realmuto: I don't have any information, I was just informed from one of the members of the restaurant committee. I don't know who they are or why they missed the deadlines. I don't know if Christine can address any of that or if she's aware.

Speaker 25: I do know that I was approached at Monday coffee last week by an individual, and he wondered whether we would entertain another proposal, but it was on behalf of a friend of his, and he didn't know whether she would be interested in proposing. It's just off the cuff.

Ms. Wells: I was just informed by a member of the restaurant focus group that there were two people that they were aware of that may be interested in putting in a proposal, and I guess they just did not know about the RFP process. Did I get that right?

Mr. Howison: I really struggle with extending it.

Mr. Realmuto: Does anyone think we should extend it since we heard for not extending it? Does anybody think we should? I think that's okay. There we go.

Mr. Costello: Quite honestly, I think that if you were really that interested in it, the proposal would have been in by the deadline.

Mr. Howison: Listen, we advertised with the Lake Wales, various chambers of commerce's. I don't know who also. One last comment?

Resident (Brenda Jackson, 4167 Muirfield Loop): I am part of the restaurant focus group. I think what we have to take in mind here is what our reach was. We were I don't want to say limited but we have to ask ourselves, did we properly and appropriately reach out wide enough? Two that are coming in did not know of it and I think it's because our reach wasn't wide enough for them to know about it, and it wasn't until verbal communication with them that they were even aware that this was happening and then expressed their interest. It's just something to consider.

Mr. Howison: I just think that we really took pains to get the word out. We joined Lakeland Chamber of Commerce, Winter Haven, Lake Wales, it went to the Central Florida Restaurant Association, the Florida Restaurant Association, to all of the major restaurant food distributors. I think it's dangerous to extend it at this point personally.

Resident (Gary Sphere, 4468 Waterford Drive): First, I want to thank the Board for allowing the participation of the residents here to come in and ask questions and have a good dialogue. I know you're still looking for more information from these three restaurants as far as menus and whatever. But maybe if it's appropriate and if the Board is okay with this just to get a raise of hands from a straw poll to sit there and say, what did you like or maybe what you didn't like and maybe that's good feedback for those restaurants to come back with. If they could come back with a menu to understand exactly what the residents are looking for. I opened up to the Board. I don't know if the residents here would be interested in doing that as well. Thank you.

Mr. Realmuto: Let me just say I'm generally in favor. I definitely want resident feedback. However, I don't believe the residents have all the information that we even had coming into this meeting and even less than we're trying to get you. We're going to ask for those sample or proposed opening menus. I think it's at that point that the feedback would be much more valuable so it's informed feedback.

Ms. Landgrebe: I have a question then. If Christine is going to ask the three proposed vendors to provide additional information by December 9th and where our next meeting is the 19th, will it make sense to have a brief session? Are we going to just dedicate the December meeting to not just the restaurant but primarily to the restaurant?

I don't even know what it would be called. A workshop or an open meeting? What for residents? There's a lot of the residents here for whatever reasons chose not to give input which I don't quite understand.

Ms. Burns: Well, I think the intent is that we'll distribute the menus and those interested will have the opportunity to get up in a public comment prior to the meeting starting like they always do to provide any input that they have. I don't think we need a separate session for them to do so because they'll have the opportunity to do that in December, and I don't think unless supervisors have additional items to add at this point that we really have anything planned for the December meeting besides the restaurant.

Ms. Landgrebe: I was just looking for some clarity. Then it's real important, folks, if you have a comment or thought to provide it publicly at the December meeting.

Mr. Realmuto: Perhaps there's another alternative as well. As gratified as I am by the turnout here and the numbers of people, it's still only a very small percentage of our residents. Although I don't think we need to have another meeting in the three weeks between this and our next meeting, I'd like to go a step further than simply providing the information that we get in the agenda packet and having residents comment at the meeting. I would like the Board basically to ask staff to send out a very simple survey. One question basically to rank the restaurants in their order of preference, and send it out with the information of those proposed menus. I'm not saying it's binding on us, but at least we will have the information to see if a clear choice of the community emerges or it's close. I think the Board would have to direct staff to do that, because I've tried to initiate these outreach things in the past and I've gotten pushback that the Board didn't direct that or decide it. I think we need to make that decision.

Mr. Howison: I think that's fine. I do think that perhaps more than just the menus. Over the next week will ask the staff to come back and give us a sense of what you recommend going out to the residents. It would be the recommended menus but there should be probably wrapped in some other information, maybe a brief synopsis.

Mr. Realmuto: But at a minimum it would include the menus and a synopsis. What we'd be asking residents is to rank the restaurants in their order of preference or something along those lines.

Mr. Howison: They could maybe do it in a SurveyMonkey or something like that. I don't know.

Ms. Burns: That would be after the menus come in on December 9th, so the week leading up to.

Mr. Howison: They wouldn't have a lot of time.

Ms. Burns: You'd have 48 hours or so to be able to respond.

SEVENTH ORDER OF BUSINESS

New Business

A. Discussion Regarding Current Landscaping Services Contract *(requested by Supervisor VanSickle)*

Mr. Howison: Moving on to new business Item 7, letter A is discussion regarding current landscaping services contract requested by Supervisor VanSickle.

Ms. VanSickle: Yes. I brought this up because I've noticed

Ms. Burns: Brenda, I don't want to cut you off but Kristen just said there's somebody with their hand raised on the Zoom link. I think we had a public comment maybe on the restaurant, does the Board mind if we go jump to that really quick? Jude, you are unmuted on your end and you just need to unmute yourself and you are free to talk. You're welcome to e-mail in your comment to Kristen or myself and we can make sure the Board gets that prior to the meeting.

Mr. Howison: Go ahead Brenda.

Ms. VanSickle: Okay, thank you. I spoke at the last CDD meeting because I had noticed our landscaping was starting to look shabby. In fact, a friend at the pool made the comment that he moved in five years ago and it was such a pretty place but they noticed things were going downhill and being neglected. At that meeting, I looked out the window and those beautiful topiaries had gone completely natural. I'm not sure how long it had been since they've been cut, but I let Matt know before the meeting started and he had sent an email, I don't know if it was that email or they just finally got around to it and they started trimming them. But it was done in such a way if you go down there and look at them, there's a lot of dead areas in those bushes. These things are supposed to be taken care of on a regular basis. This started me thinking that I need to go back and look at their scope of services and see what is supposed to be done. We pay a lot of money for landscaping and we're not getting what we're paying for. The first thing I did, I read it. It

says we're supposed to get certain reports, so I asked for those. I didn't get those. I'm suspecting I didn't get this because they don't exist, that's another problem. I would first ask you to look at the contract under 1.13, quality control, near the bottom. It says if requested by the owner, the contractor will make weekly walk-through reviews of the entire site related to visual observation of 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 that week. I would like to see those. I would only like to see those because there's a problem, if everything was all right, I'd have no interest in seeing those. Did everybody find that?

Mr. Realmuto: Page number?

Ms. VanSickle: There's not a page number but it's at 1.13 quality control. It's in the landscaping contract. It's part of the page number. Exhibit A, scope of services. My first concern is we're not getting those reports and if we were getting those reports, probably it would be taken care of, but I'm thinking things have gotten lax. They've been here a long time, we had this issue once before, and we had a different operations manager at the time. They came out just one day a week and he was coming out less and less, and I sent him an email saying things are slipping. He said, "I was just out there and it all looks fine," so I started sending him pictures. They had a double crew out for a week. Within a week this place looked really nice, I didn't see that effect this time. If you'll turn your page to 3.14, weed and disease control. It talks about the applications. Two applications, full coverage of weed disease fungus control shall be provided in the month of March, November of each year for all St. Augustine areas. Any re-application is required and 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 3.22. Turf areas should 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. Haven't been able to see those either. If you walk out in our beautiful green grass, that's what it should be, but there are areas that are totally infested with weeds, flowering weeds, and obviously this has been neglected for a long time. This did not just happen. I only walked the area around the clubhouse. I did not walk the Boulevard or any of the

other areas. In fact, there's one, by the bottle brush tree out here, and this was months ago. Somebody obviously was hitting circle around the tree with weed killer and took out a triangle of grass, it turned orange to brown. Now, there's a lovely crop of weeds in there and nothing has been addressed on that. If you go down to 3.21, it talks about detailing of planted areas, and then underneath it says contractor shall provide to the owner a sectional detailing map for review and approval within 30 days after contractor's notice to proceed. Then it says shrubs shall be hand clipped to remove only the top growth and then talks about until they're at least three feet high. My concern is how these hedges, the topiaries were whacked out last time. I think it was done quickly, it hadn't been done in a long time and I'm wondering if damage has been done to them. It says shrub shall be pruned to the owner's specific instructions. On the next page 3.22, it discusses spraying and walkways. The frequency says weeding shall be formed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Weeds should not be two feet high. I walked into the previous meeting and out here by one of these handicap signs, there was a two-foot weed, I mean, it's rock area and the weed's two feet high. Then we go to mulching. I walked for a long time, there was no mulch and it was looking pretty ratty. They did finally put some mulch down. It's supposed to be from one-and-a-half inches to two inches. I was out there yesterday with my tape measure. This needs to be checked. There are areas that looked like it was very skimpily done and this was just recently done, and they didn't bother to pull the weeds before they did it, so they're not very proudly standing up through it. It doesn't look very nice. If you turn to 3.13, annual flower beds will be serviced 52 times a year to remove flowers that are fading or dead like dead heading. I seriously doubt this is being done. Then we talked about 3.41, pruning of dead branches. There's just a lot in here that's not being done and I would like to see some oversight and I think Dana should be doing the oversight. I know Matt is a wonderful operations manager, but he can't spend all of his time going after contractors that are not doing their job. Now, I have pictures but because it's late, I would ask maybe if you're interested Kristen, I can send them to you. I'm still going through a slideshow right now. Some of them may be minor, some of them are more major, but once I started looking, everything caught my eye. I think so often we don't look, it's like the issues at the pool. I would just like Supervisors to be aware of this. I would definitely like Yellowstone

to be made aware of our dissatisfaction and improvement needs to be done and I'd like to set timeline that we would like to see that happen.

Mr. Howison: I agree. We look at these contracts and we're supposed to read everything and we do, but when you really get down into the minutia, it's clear that some of these things haven't been being done. I do know that Matt and Christine met with Dana and I see them coming up now, so give them an opportunity to talk to us. What we'd like to hear I believe is a plan for addressing the concerns and if you dispute any of these things, please let us know too.

Mr. Bryant: I understand Brenda's concerns. In a recent meeting it was brought to my attention that the Board and Lake Ashton felt as though the detail was not there and that product was slipping. They thought or it was brought to my attention that possibly Lake Ashton was no longer a priority for Yellowstone. I can assure you that it's furthest thing from the truth. I apologize if we haven't been up to par and if things have gotten away, so moving forward I'm going to step away, I'm going to step aside. I'm going to hand the property over to Jose Romero, he's a former superintendent at Legoland and handles our operation in Celebration. I will work together with him while we have these existing projects that need to be finished, but he will have more time to give you the attention that the property needs. In regards to contract considerations, this would be this week. Some of you might know Pete used to be a business development, he's now our branch manager, he can handle any of your contract concerns.

Pete Wittman: Thank you very much for having us. Some of you may have met me in the past, but my name like Dana said is Pete Wittman. I'm the branch manager of Yellowstone out of our Kissimmee branch, which takes care of this property. I've been with Yellowstone for six years now, been in the industry close to 20. I stepped into this role in June, but I have been very familiar with this property since I've been through here several times over the years. My job is to support our team. When I hear things that are not going right or people are seeing some neglect, I want to make sure we get those things corrected. I want to make sure we're meeting our contract obligations. What we do in landscaping, yes, it can be over complicated, but the way I see it is meet your contract obligations, take care of your customer, provide excellent customer service, and take care of your employees and operate safely. It's very simple and I like to meet those things. I

take what you guys say very seriously. Dana actually came to me with a recommendation of, "Hey you know what, I have a lot on my plate but there are some concerns here. Maybe it's time to bring in another manager and they can work hand-in-hand together until you all feel comfortable." Dana has done his job transition this the right way. Jose has all the skills necessary to take care of you and he has my full support. I think some of the things that have happened in the past in regards to monthly reports, weekly logs, I think some things just get grandfathered in, and maybe our account managers just pop into the office and see someone and lets them know what's going on but if the Board would really like to see a weekly, this is what we took care of on the property a couple of bullet points. A lot of the things we do is the same every single week, but there may be some special projects that we want to update you on or say here's our plan for next week. So you're aware there are some weeds along the boulevards but we're addressing those next week with our spray team. Just so everyone is in the loop, we're totally capable of doing that and getting you a monthly report. I haven't seen the sectional detail plan, but I know we have one so let's make sure that is in effect and is being used. So then you guys know, this area looks neglected. That's next weeks, that is Section 4. I double-check the map you are correct. I think some of those things, everyone has different opinions and landscaping is somewhat subjective, but we want to make sure we're meeting our contract obligations. We want residents saying Yellowstone is definitely a team for us. We've been in here for a long time. I don't want that to change. I do appreciate you letting us speak here and take what you say very seriously.

Ms. VanSickle: I appreciate that. I would've never asked for those reports if I thought the work was being done.

Jose Romero: Good morning, just want to introduce myself. My name is Jose Romero. I live around the area and I think I would be a good manager. If you have any issues, I will be here.

Ms. Landgrebe: Thank you. I have a couple of questions. Dana, while I understand you're stepping down, I feel a loss there so good luck. I'm sure you'll bring your expertise to somewhere else for the moment.

Mr. Bryant: I'm not going anywhere. I'm not leaving Yellowstone. I still live five miles away. My plate has gotten really full. I heard Christine, I heard Matt, I'm hearing what

Brenda is saying. Jose has been chomping at the bit to get more work. The area is all yours.

Ms. Landgrebe: Thank you. I understand that because sometimes we become so familiar that we walk past things and don't even see them anymore. For me, I can't tell a weed from a flower.

Mr. Bryant: Conversations that we had last week, two weeks ago, whatever it was, it might be time for a new set of eyes.

Ms. Landgrebe: Thank you. Jose and Pete here are my questions for you. You've been, Pete on the job, you said since June. Well, somewhere out there you may be aware of Lake Ashton not knowing where processes are or this District operation's plan or whatever is a little concerning to me. What is going to change on your role for Lake Ashton? Then I'll get to Jose.

Pete Wittman: I'm the type of manager that if I'm not hearing anything, I do like to let my employees fly. I am not a micromanager. But when I hear of these things, I do like to address them and make sure we have good plans moving forward. I think it's been a long, hard summer. I think some of this catches up. If you ask any landscape company, after the summer there are some things that might go by the wayside and you add a hurricane, a tropical storm/hurricane into the mix. It does set us back in regards to some of our operations. I'm aware of it now. All I can do is moving forward be here to assist them. With this transition, obviously, Dana's here to help, but it's going to require me to have more eyes on the property just to make sure that this is going in the right direction.

Ms. Landgrebe: We appreciate that. Jose, I believe they said you oversee Legoland and Celebration. So where is Lake Ashton fitting in and how? Because obviously that's our primary concern.

Jose Romero: Well, that's where I used to work before I came to Yellowstone. I worked there for five years.

Ms. Landgrebe: I thought you meant now.

Jose Romero: I still have properties in Celebration, but since this one is closer to a house, I will always be here either in the morning or afternoon as needed. I'll keep an eye on it. Like I mentioned before, it is another priority. Whatever I've got to do so we can be here.

Pete Wittman: I'll just add to that a little bit. We do look at our managers workloads and we're saying, "Hey, Jose is here for any growth that we have if we take on any new properties because he has a lighter workload than Dana per say." But we've been looking for that opportunity Dana recommended it. I think it's perfect. He has the bandwidth to be able to take on this property.

Mr. Realmuto: I just wanted to welcome Jose to the account and thank Dana for his years of service. The community certainly has benefited from your expertise in the past as well. I have a question. Certainly the maintenance issues that Brenda raised need to be addressed. I assume that will get your attention, but I have some questions about some of the projects currently in progress that we approved months ago and I know some of them were recently started. I'm just wondering on how up to speed you are on all of the projects either in progress or that have yet to be completed that the Board has authorized. Are you aware of those, and what are you doing to ensure those are completed in a timely manner?

Jose Romero: I actually haven't really spoken to Dana to get all that information, so I'm not aware right now. We're going to be working together so we get that stuff done.

Mr. Realmuto: Then I'd certainly give you the opportunity to get with Dana, but I'd be looking forward to a report on both how the maintenance issues that Brenda has raised have been addressed and also the new projects in progress and their current statuses. If you could come to the next Board meeting, we'd certainly appreciate that. The two I'm thinking of are the Ashton Boulevard renovation and the removal of the oak tree in the park. We never approved that? I thought we did. That would explain that one.

Mr. Howison: The stones are gone and I believe the blueberries are coming in this week or next, I forget.

Pete Wittman: We feel really strong about Dana finishing the projects that he was on. He is the one most knowledgeable about them, he knows exactly what's going in. Obviously we want Jose looped into them, but Dana is going to finish those out.

Ms. Landgrebe: Can we talk about the Boulevard project? I think we approved removing the green and red hedges, or we did just the green? But it looks nice. I'm not a member of the garden club for a reason.

Mr. Howison: Anything else? Dana, thank you. Appreciate your hard work here. Pete and Jose, welcome. We look forward to working with you.

Ms. Landgrebe: Yes. We look forward to input from you guys too.

Mr. Howison: Staff, there's some direction on this, we'll expect follow-up from you guys on these things. Obviously, when we sit down to talk each week, I want to know what's going on.

Ms. Landgrebe: I know how we have the engineers give a report and come and speak, maybe landscaping needs to physically give their update, I don't know.

Ms. VanSickle: I would like to see that because I want to know how and when they're going to address weed control. Where the dollar weed is totally taken off, I'm not sure how that's going to be taken care of unless you're going to resod. It's totally invasive there.

Ms. Landgrebe: I know Dana has physically been at every meeting, but we don't always have him come up and speak.

Mr. Bryant: Dollar weed is a moisture content problem. Two things happened, one, the fert chem team has been here this morning. This was your scheduled day for November fertilization and weed control so that is being treated. The controller out front was shut off last week in order to minimize the moisture and the rain content. Dollar weed disappears, dollar weed is not something that takes over.

Ms. VanSickle: You looked out there?

Mr. Bryant: I have. Now, in regard to the two areas that you're referencing right behind us, in front of the blueberries, I've actually given them a proposal to remove. Those two areas have been bad since I've been here. They're on the side of a hill backed up by the parking lot. We've removed half of it and put rock in. I've given them a proposal to remove the rest of it, just finish it with rock.

Ms. VanSickle: Explain to me exactly what area you're talking about. You said by the blueberries?

Mr. Bryant: Right behind.

Ms. VanSickle: The bottle brush. Oh, this wall?

Mr. Bryant: Yeah.

Ms. VanSickle: No, I'm talking about next to the tennis court. Next to the tennis court, it's weeds everywhere. Then in front of the tennis courts, it's like those bushes haven't been fertilized in a very long time. Because they look really pitiful and there are some missing and it just looks really sad down there and the weeds have just taken over.

Mr. Bryant: All to be addressed. Literally, the fert chem team is here today, but we will all be keeping a closer eye on it and we will address it. If it needs a second application, we'll give it a second application.

Ms. VanSickle: Thank you.

Mr. Bryant: No problem.

Mr. Howison: At least for the next several months, we would ask somebody from Yellowstone to attend our meetings and just give us an update. Then assuming things improve after that, Matt can give us that update.

Mr. Fisher: Absolutely

Mr. Howison: Thank you.

Mr. Realmuto: Lloyd, before we leave this agenda item, I was going to suggest that perhaps you have an opportunity here. First of all, there are several levels of oversight for landscaping, obviously, Yellowstone has addressed how they're going to address our concerns. Staff is responsible for overseeing Yellowstone, but we also traditionally had a Supervisor responsible for that area. I know as Chair you probably have a lot of new responsibilities; this may be an opportunity to pass that responsibility along to someone else that's very interested.

Mr. Howison: I think maybe what I'd like to do is hold that for the December meeting. I know we're not allowed to talk to one another, but I didn't really expect this today.

Ms. VanSickle: May I make a comment?

Mr. Howison: Sure.

Ms. VanSickle: The Board for the last four years has done things very differently where you each have been assigned a certain duty to do. We pay a management company for that. Why are you doing their job? They're perfectly capable.

Mr. Howison: That's where I am with this as well.

Mr. Costello: That all came in with the restaurant. Everybody was complaining that all five of the Supervisors were on their back and blah, blah, blah and this that, and the other thing. That was when I as the Chairman had said, we've got to break it down in order to stop it where Supervisors continuously walked in. It was considered harassment, a lot of cases I think it was just people being inquisitive as to what was going on and that is where that started.

Mr. Howison: I understand that. I look at the restaurant a little differently than I look at the rest of these things because in the new world, as we move forward, we're going to lease that restaurant space. As Steve so ably stated this morning, once we lease that space, it's the community's direction to us to stay out of that business.

Mr. Costello: It was under a lease at that time.

Mr. Howison: Our direction as a Board to Christine should be, we're getting off track here but if somebody comes to you with a complaint about the restaurant, send them to the restaurant. We don't pay our management company to manage the restaurant, we pay them to help us manage the lease. In the case of these other items, I tend to agree that we should as a Board be aware, but we also should lean hard on GMS to carry out their responsibilities. When it comes to policy or major decisions, we would expect the staff to bring that to the Board. But I feel like we have the skills and now that we have Alex onboard, it's going to free up Matt a little more and Matt is going to become more of a manager. We'll see how that goes. But I tend to agree, Brenda, that it's not that we shouldn't be interested. I still have an intense interest in roads and ponds.

Ms. VanSickle: As a supervisor, I want to be aware of everything going on in here. Not just landscaping, all of it because I think we all need to be aware because we need to be able to be responsive to the residents and we all need to come prepared to the meeting knowing what's going on. We should not be relying on just one person because that one person may have a totally different outlook and may not have seen something that somebody else would. I think we work better as a group; the group is stronger.

Mr. Howison: I agree.

Ms. Landgrebe: I agree. I do want to mention though that it would appear as we push back to the staff to do what they're hired to do that we may be understaffed.

Ms. VanSickle: I agree totally.

Mr. Howison: We'll cross that bridge.

Ms. VanSickle: Soon.

Ms. Landgrebe: I think we do need to recognize that, especially as additional roles, responsibilities, stronger expectations become more aware.

Ms. VanSickle: Could we put that on the December agenda? I think that's very important.

Ms. Burns: Discussion regarding staffing?

Ms. VanSickle: Yes.

Ms. Burns: Okay.

B. Consideration of Fiscal Year 2022 Audit Services Engagement Letter from Berger, Toombs, Elam, Gaines & Frank

Mr. Howison: Next on the agenda is consideration of Fiscal Year 2022 audit services engagement letter from Berger, Toombs, Elam, Gaines & Frank.

Ms. Burns: This is just a renewal of the existing contract. The amount is consistent with the amount that was in the initial contract that was approved and it's not to exceed \$3,750.

Mr. Realmuto: Unless there's any discussion or questions on this, I would move to approve it.

Ms. Landgrebe: Only because I'm new still, you guys are happy with this company and what they've done in the past? I'm just checking.

Ms. Burns: Yes.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, the Fiscal Year 2022 Audit Services Engagement Letter from Berger, Toombs, Elam, Gaines & Frank, was approved.

EIGHTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Howison: Moving on to the monthly reports. First is Kristen.

Ms. Trucco: I'm short and sweet today, Jan has no legal updates, nothing has come across her desk since the last meeting that requires attention. She'll be at next

month's meeting, but I'm sitting in today and I'll relay all of the information. I've been taking notes and you'll see her next month. That's it.

B. Engineer

Mr. Howison: Next is the engineer report, Alan.

Ms. Burns: He left.

C. Lake Ashton Community Director

Mr. Howison: Community director's report, Christine.

Ms. Wells: The Community Directory Report was in the agenda packet, so hopefully everyone had a chance to read through it. I'll just touch on a couple of things and you guys can let me know if you have questions on anything that I don't touch on. I just wanted to let you guys know we are still working through the cost-saving analysis, we are waiting on some feedback from TECO. We've received a credit for public services and the amount of \$1,242. We are working on the meter size by Aberdeen, still working on that, I have made more contact with the correct person. We have purchased some smart TVs, so we're working on our internet services bill now, how to get that reduced. One of the ways is to get rid of some of the cable boxes that were paying 10 dollars a month and converting over to a smart TV. We have received those; they are in the process of installing them. We do have some interest from residents wanting to help with pin settings services and help with minor repairs, and we had previously gotten with the attorney, they have a waiver of liability. We have two currently looking to add a third and then moving to more of a preventative maintenance agreement with the current bowling services that we have. They did send us an updated, not really an agreement because he doesn't need anything signed. It's just we can convert over to doing it this way and it would save us a little bit of money each month and get more services.

Ms. Burns: I do have one thing if you don't mind to just to jump in and add for the Board's consideration, the insurance carrier that we use did reach out this month to say that they have a policy that would cover volunteers for Districts who utilize those if the District is interested in us getting a proposal to bring back. That would cover if you had people in here setting up for events or people who work the desk in the event that there's any incident, they could be added to the policy.

Mr. Realmuto: Are we talking about liability coverage or some other insurance?

Ms. Burns: Liability. If you're interested, I can get a proposal to bring back if you're more interested in adding that coverage. Most Districts don't utilize volunteers to the extent that Lake Ashton does so it doesn't necessarily apply. This is really the only one where you have regular volunteers who work the desk or might set up for events. This wouldn't be for clubs, groups, or organizations, but if you have people working the desk.

Mr. Realmuto: Jill, I just want to understand exactly who and what the policy would cover. Are we talking about the volunteer's liability or the District's liability?

Ms. Burns: District's liability for utilizing volunteers. Let's say you have a volunteer who's working the desk or setting up for an event who is injured.

Ms. Trucco: Or causes an injury, they would be your agent, that would be the District's agents. Probably worth looking into what the premium would cost on that.

Ms. VanSickle: We do use a lot of volunteers for setup, entertainment series, various dinners, dances, et cetera. At least the potential to look at it would hopefully not be volunteer names specific.

Ms. Burns: No, correct it would utilize volunteers.

Ms. VanSickle: Period. No matter what the number?

Ms. Burns: That's what we'll get from them if there's a cap on the number. Generally if have up to 50 volunteers, it will be if you have this amount if you have more it would be this, I don't know. We haven't gotten the information yet; they just reach out to let us know that that was an available policy that Districts could take out now.

Ms. Landgrebe: Just for clarity, because we do have some volunteers that maybe they help out once. Then we have others that help out weekly, monthly, every event.

Ms. Burns: I would need to get additional information from them. I don't know the answer today, but if the Board is interested in getting that we can get that information.

Mr. Realmuto: I think it would behoove us to do that and not only that, but to understand what we need to do to make sure the coverage isn't forced. Similar to the way we named all the supervisors to an officer positions such as Assistant Secretary, do we need to have a named list of volunteers for them to be covered before the incident occurs? That kind of detail.

Ms. Landgrebe: My other question then would be Supervisors also often volunteered.

Ms. Burns: You guys are covered under the directors and officers, as Board members you are already covered. The Board and staff are already on there.

Ms. VanSickle: Will that cover an injury if someone is back there pin setting?

Ms. Burns: If they're a volunteer pin setting that's what we could check, but yes, I think that's the idea. If Mats doing it, he's covered because he is a vendor of the District. If you're utilizing volunteers, I think that's the idea that they would be covered.

Ms. Wells: Then also you guys are all aware of the single vehicle accident that we had on Thompson Nursery Road back on September 29th. I'm not sure if the repairs are complete, I know that they were starting on it before I went on vacation. We have received a check from insurance, so as soon as the repairs are done there, then that would be closed. We are still working on the insurance with the insurance adjuster on the hurricane Ian repairs that were needed so that's ongoing. Finally, there was a storm pipe failure and if you're coming in on the Thompson Nursery Road entrance on the right-hand side before you enter the community, there's a storm-water pipe failure there, but it is the responsibility of Polk County roads and drainage. I reached out to them, Alan is aware of this as well, we reached out to them and they are starting to facilitate repairs on that. I think currently they've just put a caution barricade type thing there. He said that he would keep me posted on repairs done there. In case you see that, that's what that is. The project tracking list. We are moving forward on some of those that have held stagnant for a minute, the Olson Road fence repairs.

Ms. Landgrebe: Did you reprint those because mine was cut off?

Ms. Trucco: Yes, you should have it up there. Sheila dropped it off. The Olson Road fence repairs should be taken care of this week. He said it should be scheduled for Thursday or Friday. He obviously got way behind with hurricane damage. There was an additional \$500 in repairs needed after hurricane Ian and hurricane Nicole so we are going to submit that portion as part of the insurance claim and he's going to go ahead and take care of that while he's here. The equipment cleaning was completed last week on Wednesday so we just need to go in and compare and make sure everything was cleaned that we paid for. The invoice was sent to Metz. We may have an opportunity just to take

off the final invoice with that one is how they recommended it in the email that I received this morning. The floor cleaning, we wanted to wait until equipment cleaning is done, so that will be scheduled to take care of this week. At the end of this week, the restaurant will be ready to go. That is all I had unless anyone had any other questions on my report or the project tracking list.

Mr. Realmuto: Not really a question Kristen, but to keep the Board informed, you and I have been working on closing out that final invoice from our previous restaurant operator. I know there's still a couple of details left to be done on that, but I think we should be on track to bringing it to the Board for approval at the next meeting. You should expect that. If you have any questions, I'd suggest you talk to Kristen. She's more up to date than I am since they get forwarded the information, but I'm trying to manage it on a daily basis, but you should find out whatever you want from her.

D. Operations Manager

Mr. Howison: Operations manager, Matt.

Mr. Fisher: Good afternoon. Included in the agenda packet was the operations manager's report. I met with Archie with Applied Aquatic and I'm happy to report that there are no major algae blooms at this time. I did get asked for an update on our grass carp for the pond along hole 10. He is pretty certain we will be getting that in December. The farmer has the fish and they're just getting to the right size, where they can be installed in the pond. So hopefully I have a firm date at the December meeting. We'll have those installed. Landscaping updates, Yellowstone finally got to removing those fallen down trees from the conservation area onto a couple of properties. Spoke to the residents, and they're satisfied. So we got to close that project out and the report listed the locations of those trees that had fallen down. Yellowstone is moving to Holly bushes now, and I believe the 30th of November, if this still stands to be true, the Japanese blueberry will be installed. One facility maintenance update that I found out earlier is the pump to the fountain at the entrance. There is an update. I have to call the vendor back to see what the update is on a warranty claim for that. That's the fountain at the entrance of the clubhouse or excuse me, the entrance to the Gatehouse. So it's been dried and empty

for a month now and I get questions. Hopefully this is going to be solved soon. Any questions?

Ms. Landgrebe: Back door?

Mr. Fisher: Back door. So the vendor was in. If you guys don't know what back door means, it's the east entrance to the clubhouse. A vendor was here last week and he needed a programming cable, unable to locate the programming cable to get the new stainless buttons installed. So we're ordering a cable. Meantime, I took the closer off and installed a normal closer. So that's where we're at with that. I just messaged him during the Board meeting to see when he'll be out to get this project wrapped up, they haven't been paid. The communication has been better last couple of weeks whereas weren't receiving any contact back.

Mr. Realmuto: The stainless-steel buttons address the opener, the buttons that open it. As you know, during my office hours last week the door was opening and closing randomly. Have you been able to address that?

Mr. Fisher: That's why I took off the door closer and put a normal door closer on. Because the door was just opening and closing by itself. Just one thing after another with that thing. Right now it's operable.

Mr. Realmuto: So it's operable, but we don't have the electronic.

Mr. Fisher: I took those buttons off. We're getting a programming cable. So once that programming cable is in hand. He can program the stainless buttons. But you need a cable to program.

Mr. Realmuto: Will that address the random opening though. Is there a plan for that?

Mr. Fisher: Yes. The door closer fell out of programming he said. So he finally came out and said that fell out of programming.

Ms. Landgrebe: Shouldn't that part have that been the vendors issue to replace not ours?

Mr. Fisher: Yes. He's ordering it.

Ms. Landgrebe: I just want to make sure we're not paying additionally for that.

Mr. Howison: Any other questions?

Mr. Realmuto: The Boulevard refurbishment, I know that's underway and the trees have been removed, the magnolia trees, and they cut the stumps more or less level but refresh my memory. I thought it was in the proposal that they would apply some kind of chemical or treatment that would decompose them and I didn't see evidence of that being done. Is that still the plan?

Mr. Fisher: I'll have to follow-up with Dana and Jose. I did walk the Boulevard and saw the stumps. Maybe they could be taken down a little bit more because there's some still high up there.

Mr. Bryant: The contractor actually volunteered to go ahead and grind them.

Mr. Realmuto: Thank you.

Mr. Bryant: This is my normal tree contractor and he removed all the magnolias, and he's removing all of the hollies. He said he's just going to go ahead and grind the stumps.

Ms. Landgrebe: Great.

Mr. Realmuto: Fantastic. Thank you.

Ms. Landgrebe: Thanks Dana. Matt, something to consider now that Brenda has brought a number of things in regards to landscaping, and a new manager is here. It may be time for you to look and see how you're handling of landscaping changes and what needs to be altered.

Mr. Fisher: Yes, ma'am.

Mr. Howison: Any other comments, questions for Matt? I don't hear anything else.

Mr. Fisher: Thank you very much.

E. District Manager's Report

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

Ms. Burns: The only thing I had was just to confirm the December meeting is December 19th. It is the first day of Hanukkah and falls during Christmas, we're going to have at least three of you here? Just wanted to make sure everyone's not heading out of town. I just wanted to make sure that we would have a quorum for that for that meeting. Other than that, I didn't have anything to report.

NINTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

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

D. Approval of Check Run Summary

Mr. Howison: Moving along we have the financial reports. Are there any questions, comments, discussion regarding the balance sheet or reserve fund statements?

Ms. Landgrebe: Just for clarity. We closed out the previous year, but we really haven't finally closed that, because we're still paying some things. Is that correct?

Ms. Burns: Any invoices that came in after you saw the financials for September would be coded to that fiscal year. So usually by now they've all trickled in.

Ms. Landgrebe: Well, we're still dealing with the previous restaurant, so that will fall under 2022.

Mr. Realmuto: That's an accounting question and I share that same question for Jillian. What I want to understand is, will the previous fiscal year numbers that have been previously reported in these financial reports change or will it be accounted for in one of the later months?

Ms. Burns: It is an accounting question. Before committing to an answer, I would want to verify with Sharon for auditing purposes. But if it's an invoice that was amended and, the date on it was September 1st, it would be billed to the last fiscal year. If they submit a new invoice for the restaurant and it's dated in November, I think it would be incurred in this year.

Ms. Landgrebe: But shouldn't it go back to 2022 since it refers to that? That's what I'm trying to understand.

Mr. Realmuto: I'm not sure how practical that is, which is why I'm asking the question. I know sometimes some of our vendors are 3-6 months late getting us invoices. At some point, I suspect Sharon wants to close the books.

Ms. Burns: I think she waits to try to close it until we have everything and we can close out that year. So I believe it will be in the prior fiscal year assuming we get that closed.

Mr. Bryant: So if you can go back and ask that question, and there's one invoice in particular which we have received what we expect the final amount to be lower.

Ms. Landgrebe: Is that the only outstanding invoice?

Mr. Realmuto: It's hard to know what never ceases to amaze me how late we get invoices on things. There are always things trickling in so I suspect it's not.

Ms. Landgrebe: Is that the typical of vendors?

Ms. Burns: It is on repairs and things like that it is. For counsel, management, landscaping, those are fairly regular and you're going to get those with usually within 30 days of the month closing out. So not usually with contract amounts, but sometimes if you hire a small vendor to do a job here it may take a couple of months to get it. Sometimes they're the quickest ones because they are small vendor. But it is typical that invoices trickle in for repairs and things like that.

Mr. Realmuto: It varies. Some of our more regular vendors like we've got bowling invoices 3-6 months late, for example. Some of Yellowstone's have come in fairly late in the past. They're on track now.

Mr. Howison: Any other discussion of those issues? If not, are there any issues with the check run summary? If not, I'll entertain a motion.

Mr. Realmuto: I will admit to not having looked at the checkout summary this month and being preoccupied with the restaurant. Is it essential that we approve that here or wait for the next meeting?

Ms. Burns: We can table that and put that on the next agenda. So that would include everything from today through the next meeting as well as these. Do you want to do that?

Mr. Realmuto: Yes. Let's do that.

Ms. Burns: No problem.

TENTH ORDER OF BUSINESS

Public Comments

Mr. Howison: Next item is public comments. Are there any public comments? I don't see any.

Ms. Burns: Just one quick thing, just to defer to the Zoom line in case we have any public comments on the Zoom line. You can use the raise hand feature to be called on now.

Resident (Dottie Huven): I just have one more question. When you're making these additional comments to the vendors, could you please ask Charm City how they intend to set up the restaurant? If they're going to have people walking in to order, how is that going to work when you have 20 people coming in for lunch? Are they planning to do anything for breakfast? Again, the gentleman had spoken about breakfast. We all appreciate a good breakfast periodically. We like a good sandwich at lunch, and a reasonable dinner in the evening, so please ask these vendors on their menu what they are going to provide us. Thank you.

Mr. Howison: Thank you.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests / Supervisor Open Discussion

Mr. Howison: Next item on the agenda is Supervisor request and open discussion.

Ms. Landgrebe: Do we want to direct Jill or Christine to give us a synopsis of what potential staff additions we might need or costs of that?

Ms. VanSickle: I would like to see what Christine sees is her needs. Christine and I have talked about our pool contractor is hit or miss sometimes and possibly adding another person. We currently don't have a janitorial contract, so that falls on staff. That's a lot that falls on staff and when they're stretched too thin, stuff happens. We might need to be looking at some, but I would like to get Christine's input on what she feels her needs were and help us to handle them.

Mr. Howison: I agree and that's an agenda item for next meeting.

Ms. Burns: It is.

Mr. Realmuto: I think whatever information we can get before the next meeting is good. But I'm just wondering if there's an urgency to this, or essentially would we implement this this fiscal year?

Mr. Howison: I think there's some financial considerations, so we're going to want to see about balancing it. But as you pointed out, if we were to do something with a pool contract and bring it in house. We're going to need to do some analysis and frankly, I would think it's a couple of months of looking at this and working on things.

Mr. Realmuto: It's a mid-term thing not something we're looking to make a decision on in December. I'm just looking at our December agenda.

Mr. Howison: No, I don't think so.

Ms. VanSickle: Just keep in mind. We currently don't have a janitorial contract. That was stopped during COVID and the staff has just been picking it up and they take a lot of stuff on in-house, and they can only take on so much and do it well.

Mr. Howison: I agree. I agree.

Ms. Landgrebe: Things are slipping.

Ms. VanSickle: Yes, things are slipping.

Mr. Howison: Any other items?

Ms. Landgrebe: I hear what you're saying about analysis I just don't want it to become paralyzing. So maybe there's in-house analysis Christine that you can do to help minimize that.

Mr. Howison: Yeah. Speaking of time, these meetings get awfully long and I would like us to be mindful and consider how we might shorten these meetings and still be effective. Obviously, a big part of that means coming prepared. But I'd certainly love for Christine to entertain other ideas from you guys as to what we can do to keep these meetings to less than three hours. Any other Supervisor comments or discussion?

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. VanSickle, seconded by Mr. Realmuto, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

SECTION I

RESPONSE FROM JEFF AND ANN HEATON

Our intention is to offer a full service restaurant with a hostess to greet & seat. We will have servers assigned to tables for taking orders, serving food & checking on diners throughout their meals to insure their needs are met.

Jeff and I, as well as the hostess, will circulate the dining room, checking in with patrons to see if they have comments, or require anything, such as condiments, drinks, their bill, etc. etc. We also will provide take out & home delivery to Lake Ashton residents.

Our plan for utilization of the bar is to make it an integral part of the dining room. We will have drink specials that will tie in, or compliment our daily specials. We will also have drink specials that can be associated with special events, such as mint juleps for Steeple Chase, Pizza & Pitcher specials during sports events, drink offerings during our Sunday Brunch. We will also have incentives to promote our outdoor bar in the evenings.

What we offer to Lake Ashton residents to keep them coming back, first and foremost, will be our full dedication to the ongoing success of the restaurant. We also will bring our menu with a wide variety of food. We will be able to accommodate someone who is stopping in for a bite, a full meal or just a refresher. We will also have daily specials that will be ever evolving, and this is an area where we will listen to input & suggestions from our patrons. We will have good quality foods, prepared on site whenever possible, at fair pricing. As residents of Lake Ashton, our sole focus will be on the success of only this restaurant, and making it, the majority of time, a relaxing & satisfying atmosphere.....Then there will be our events!! This is when it becomes the fun and exciting place to be. We will let it be know that any resident who would like to come & work with us are welcome be part of the team! We like the idea of tapping into the multitude of talent available here in Lake Ashton. We want to make this a community endeavor, all working towards the same goal.

Ashton Tap & Grill

BREAKFAST

2 Eggs done your way	\$2.99
Toast, Oatnut Rye, or Grilled Brioche Bun	\$1.99
Bacon, Sausage or Canadian Bacon	\$2.99
Corned Beef Hash	\$4.29
Grits	\$2.49
2 Pancakes or Waffles	\$4.99
add fruit and whipped topping	+ \$1.99
Eggs Benedict	\$9.99
2 eggs, Canadian bacon, over English muffin with hollandaise sauce	
Vegetable Benedict with Tomato Slice	\$8.99
2 eggs, tomatoes, asparagus, over English muffin with hollandaise sauce	
Toasted Bagel with Cream Cheese	\$5.49
add sausage patties	+ \$2.99

SUNDAY BRUNCH \$19.99

All You Can Eat

10AM – 2PM

Fresh Omelette Station

Stuffed Pancake Puffs and Waffles

Hot Hotel Pans with scrambled eggs, bacon, sausage, Canadian bacon,
hash brown potatoes, corned beef hash, grits, sausage gravy

*NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Ashton Tap & Grill

APPETIZERS

Buffalo Cauliflower	\$7.99
Buffalo Shrimp	\$11.99
Loaded Fries	\$7.99
fries with bacon and cheese, with ranch dressing	
Ultimate Nachos	\$10.99
tortilla chips topped with chili, black olives, lettuce, tomato, sour cream and shredded cheese	
Potato Skins	\$9.99
4 skins loaded with bacon, cheese, sour cream & chives	
Onion Rings	\$6.99
Fried Mushrooms	\$6.99
Variety Platter	\$11.99
2 potato skins, 2 Mexican chicken in phyllo cups, fried mushrooms, onion rings	
Mozzarella Cheese Sticks	\$6.99
Chicken Tenders – 3 tenders	\$5.99
Mexican Chicken in Phyllo Cups – 4	\$6.99
Pretzel Bites with Dip	\$8.99

BURGERS

Burgers served with choice of French fries or house made chips; lettuce, tomato, onion and mayo upon request.

Cheeseburger	\$9.99
Black and Blue Burger	\$10.99
with blue cheese	
Mushroom Swiss	\$11.49
with grilled mushrooms and Swiss cheese	
Queso Burger	\$11.49
served on a crispy tortilla with pico de gallo, sauteed onions, mixed cheese, sour cream, lettuce and a side of chips and salsa	
Patty Melt	\$11.49
seasoned burger with grilled onions and Swiss cheese, served on toasted rye	
Avocado Burger	\$12.49
all the way with fresh avocado slices	
Eye Opener Burger	\$12.49
with fried egg and bacon	

WINGS

Choose from mild, medium, hot, teriyaki, BBQ, garlic or fire. Served with choice of ranch or blue cheese on the side. All our wings are jumbo size, fresh, never frozen.

8 Wings	\$12.99
20 Wings	\$29.99
30 Wings	\$44.99
Walkers	\$8.99
more than a pound of our version of boneless wings, served with choice of sauce	
Little Rascals	\$8.79
just like Walkers except they aren't coated in sauce, served with choice of ranch or blue cheese on the side	

...AND THINGS

Hot Dog and French Fries	\$7.99
Chili Dog and French Fries	\$9.49
Chicken Tenders and French Fries	\$8.99
Bowl of Chili	\$4.99
Soup of the day – cup	\$2.99
Soup of the day – bowl	\$4.49

RICHIE'S FAMOUS SAUSAGE ROLL

Ground sausage, onions, olive oil, baked inside fresh pizza dough, with pizza sauce, Italian seasoning and mozzarella

\$8.99

*NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Ashton Tap & Grill

PIZZA

*Our dough is made fresh daily and hand rolled.
10" cauliflower crust optional upon request.*

	Small	Large
Veggie	\$12.99	\$15.99
mushrooms, onions, green peppers & black olives		
House Special	\$12.99	\$17.99
pepperoni, sausage, ham, onions and mushrooms		
Buffalo Chicken	\$13.99	\$16.99
chicken in buffalo sauce with cheddar cheese		
Hawaiian	\$13.99	\$16.99
ham and pineapple		
Meatlovers	\$15.99	\$17.99
pepperoni, ham, sausage and bacon		
Cheese	\$10.99	\$14.99
Pepperoni	\$13.99	\$16.99

ADDITIONAL TOPPINGS

Pepperoni or ham	\$2.50
Sausage or bacon	\$3.00
Mushrooms, onions, green peppers, banana peppers, tomato, pineapple, jalapenos, olives, pickles, x-tra cheese	\$2.00

FRESH SALADS

*Dressings: Ranch, Blue Cheese, Thousand Island,
House Made Italian Balsamic Vinaigrette*

Fajita Salad	\$10.99
choice of chicken or beef combined with iceberg lettuce, pico de gallo, mixed cheese and crushed tortilla chips, tossed in a spicy ranch dressing	
Spicy Chicken	\$10.99
sliced grilled chicken breast topped with our own spicy sauce, placed on a bed of lettuce with tomatoes, egg and mixed cheese, served with blue cheese dressing	
Taco Salad	\$10.99
homemade taco shell filled with lettuce, tomatoes, chili, cheese, black olives, sour cream and a side of salsa	
Chicken Caesar	\$10.99
grilled or blackened chicken on romaine lettuce with parmesan cheese, tossed in Caesar dressing with fresh croutons	
Chef Salad	\$10.99
ham, turkey, served on iceberg lettuce with tomatoes, egg, cheese and croutons, your choice of dressing on the side	
House Salad	\$10.99
fresh greens, cucumber, raisins, pecans, house-made Italian Balsamic Vinaigrette	
Add blue cheese crumbles	+ \$1.25

HOT SANDWICHES

*All sandwiches served with house made chips;
substitute fries for only \$1.29*

Philly Cheese Steak	\$14.99
grilled steak with onions, peppers and mushrooms, topped with provolone cheese, served on a hoagie roll	
Chicken Philly	\$14.99
grilled chicken with onions, peppers and mushrooms, topped with provolone cheese, served on a hoagie roll	
Cuban	\$9.99
ham and Cuban pork with mustard, pickles and Swiss cheese, pressed on Cuban bread	
Zesty Meatball Sub	\$10.99
our homemade meatballs smothered in marinara and provolone cheese, served on a hoagie roll	
B.L.T. Sandwich	\$8.99
French Dip	\$10.99
marinated roast beef with provolone cheese, served on a hoagie roll, with a side of au jus for dipping	
Club Sandwich	\$10.99
ham, turkey, bacon, lettuce, tomato and provolone cheese, served on white toast	
Fish Sandwich	\$10.49
oversized fish fillet grilled, fried, or blackened, topped with lettuce, tomato and tartar sauce on the side	
Open-faced Chicken Cordon Bleu-wich	\$16.99
ham, chicken, gruyere cheese, onion and dill pickle, served on French bread	
Pulled Pork Sandwich	\$14.99
served on a kaiser roll with cole slaw	

FRESH SANDWICHES

*All sandwiches served with side of house made chips;
substitute fries for only \$1.29; mayo upon request.*

House-made Chicken Salad	\$9.49
with grapes, walnuts and lettuce, served on oatnut bread	
Ham & Swiss	\$9.49
ham, Swiss and mustard, served on rye bread	
Roast Beef	\$9.49
roast beef and provolone, with lettuce, tomato and onion, served on Brioche with house made creamy horseradish spread	
Turkey	\$9.49
turkey and provolone, with lettuce, tomato and onion, on focaccia bread with house made cream cheese herb sauce	
Tuna Salad	\$8.99
tuna salad with lettuce, served on a brioche bun	
Joe's Special	\$10.99
ham, salami, capicola, Swiss, American, provolone, oil, vinegar and seasoning	

Ashton Tap & Grill

SIDES

Baked Potato	\$3.99	Vegetable of the Day	\$2.99
choice of toppings – sour cream, butter, bacon, green onion		Mac & Cheese	\$6.99
Mashed Potatoes	\$3.99	made with cavatappi pasta, Manchego cheese and wild mushrooms	
French Fries	\$3.49	Applesauce	\$2.99
House or Caesar Salad	\$3.99	Cottage Cheese	\$2.99
Roasted & seasoned brussell sprouts	\$4.99		

BEVERAGES

Soft Drink	\$2.79
Iced Tea – sweet or unsweet	\$2.79
Lemonade	\$3.49
Milk	\$2.99
Apple Juice, Orange Juice, Cranberry Juice	\$3.49
Coffee / Decaf – hot or iced	\$2.49
Hot Tea	\$2.49
Hot Cocoa	\$2.99
Milkshake – vanilla, chocolate	\$4.99
add malt	+ \$0.50

DESSERTS

Ice cream – bowl (2 scoops)	\$2.99
Ice cream – cone (2 scoops)	\$3.49
Sundae (2 scoops)	\$5.99
seasonal fresh fruits, chocolate, hot fudge, banana, chocolate chips, whipped cream, crushed nuts	
House made chocolate chip cookies (2)	\$2.99
White chocolate macadamia cookies (2)	\$2.99
Apple Pie	\$3.99
a la mode	+ \$1.49

Ashton Tap & Grill

DINNERS

(Market Price TBD)

KETO CHICKEN BREAST

Boneless, skinless chicken breast atop 4oz cream cheese, wrapped in bacon and served with side salad and vegetable

\$tbd

CREAMY LEMON PARMESAN CHICKEN

Choice of mashed potatoes, rice pilaf or fries, and served with soup or salad

\$tbd

ROAST BEEF DINNER

Roast beef, mashed potatoes and gravy, served with side salad or vegetable

\$tbd

ROAST BEEF SANDWICH

Open-faced roast beef sandwich, choice of potato, served with soup or salad

\$tbd

NEW YORK STRIP or RIBEYE STEAK

Choice of steak, baked potato, vegetable, served with soup or salad

\$tbd

FISH DINNER

Grilled, blackened, baked or fried, served with fries and coleslaw

\$tbd

SALMON

- (1) Baked, pan seared, grilled or blackened, served with side of zucchini noodles and soup or salad
- (2) Lemon and dill salmon, served with side of zucchini noodles and soup or salad

\$tbd

PORK ROAST

Pork roast with German potato salad

\$tbd

KIELBASA CASSEROLE

Layers of sauerkraut, kielbasa, mashed potatoes, covered with cheddar cheese, served with soup or salad

\$tbd

*NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

Ashton Tap & Grill | 4140 Ashton Club Drive, Lake Wales, FL 33859 | Hours: tba | Ph: tba

Menu design by Stockless Events, Inc.

Ashton Tap & Grill

*Thank you for dining with us!
Please come again.*

**Ashton Tap & Grill
4140 Ashton Club Drive
Lake Wales, FL 33859
866.525.3274**

**Hours of Operation:
Mon – Fri: tba | Sat: tba | Sun: tba**

Ashton Tap & Grill

WEEKLY SPECIALS

(Days & Prices TBD)

ITALIAN THEMED NIGHT

\$tbd

MEXICAN NIGHT

\$tbd

SHRIMP BOIL

\$tbd

ROULADE

\$tbd

PRIME RIB NIGHT

\$tbd

FRIDAY FISH FRY

\$tbd

BEEF STEW

\$tbd

HOUSE MADE CORNED BEEF RUEBEN

\$tbd

CHEF'S SELECT

\$tbd

ROAST BEEF ON KIMMELWECK BUN

\$tbd

BEEF STROGANOFF

\$tbd

MEATLOAF

\$tbd

GRILLED PORK CHOPS

\$tbd

CHEESEBURGER WELLINGTON

\$tbd

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SECTION II

RESPONSE FROM CHARM CITY

Below I have additional Menu items I think would be beneficial to the Lake Ashton community. I would also like to give you a brief outline of the style of restaurant we would bring. Firstly, one of the biggest struggles most restaurants are facing is staffing. We have found a solution to this problem by providing taking the efficiency of a fast casual restaurant and combining that with the service of a full service restaurant creating a hybrid system of which the customer orders their own food at the counter. The customer would then go take a seat with a number and the food runners will then bring the food and drinks out to the customers. This will also expedite the dining experience as while the customer is walking to the table their food is already being prepared avoiding longer waits that you tend to experience in a full service restaurant. Food runners will be walking through the dining room constantly checking on the customers refilling their drinks and tending to any needs including if they want to order something else. They will have hand held devices that will allow the customer to not have to get up. As for the Bar we plan on having a full service bar with a full liquor beer and wine menu. We plan on having happy hour specials including ½ priced appetizers and drink specials at the bar in the middle of the day which would be an incentive for a lot of golfers to come enjoy the 19th hole. To keep Customers coming back besides the delicious food and outstanding service we will offer a loyalty program that will provide discounts to customers for their continued patronage.

Daily specials and fresh soup daily will also be offered.

Appetizers

Fried Mushrooms
Onion Rings
Clams Casino

Egg Rolls

Seafood Egg Roll
Brisket Egg roll
Pulled pork mac n cheese Egg roll

Salads

House Salad
Greek Salad
Caesar Salad

Cold Sandwiches

Chicken Salad
Tuna Salad
Shrimp Salad

Entrees / Sandwiches

Blackened Chicken sandwich w/ onions ranch and mozzarella
Shrimp po Boy- grilled fried or blackened
Chicken Cheese steak Grilled onions mozzarella
Skirt Steak with Chimichurri
Country Fried Steak
Country Fried Chicken
Chopped Steak
Chicken , Shrimp or Combo Creole over rice
Seafood combo- ½ grouper, 3 shrimp, 3 crab balls Grilled fried or blackened
Pasta
Chicken & Shrimp over penne with choice of alfredo, Rose, pomodoro or scampi
Shrimp over penne with choice of alfredo, Rose, pomodoro or scampi
Chicken over penne with choice of alfredo, Rose, pomodoro or scampi
Chicken Parm With penne pasta

Flatbreads

Margarita- Fresh tomatoes and fresh Mozzarella
Crab Dip- Crab Dip crab meat and cheddar cheese
BBQ Chicken- Pulled chicken, pickled onion, BBQ sauce and cheddar cheese
Pepperoni- Pomodoro mozzarella and pepperoni
Cheese- Pomodoro & Mozzarella

Sides

Garlic Green Beans
Roasted Sweet potato cubes
Roasted rosemary potato

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.

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SECTION VI

SECTION A

|

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

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**JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

EFFECTIVE DATE: JANUARY 20, 2023

In accordance with Chapter 190 of the Florida Statutes, and on January 20, 2023, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I.□ DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, Eagles Nest, Pro Shop and the Pathways/Bridges, roadways, ponds, and other district property together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

“District Manager” – shall mean the professional management company with which each District has contracted to provide management services to the respective District.

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Course properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who is not a resident as defined herein and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

“Annual User Fee” – shall mean the fee established by each District for any person that is not a Resident and wishes to become a Non-Resident Member. The amount of the Annual User Fees is set forth herein, and is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Owner” – shall mean the record owner of legal title to any Lot or Living Unit.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Districts.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) bodies of water located within the Lake Ashton Community, with the exception of Lake Ashton, Rattlesnake Lake, and Hart Lake

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Clubhouse Ballroom, Reflection Garden, Card Rooms, Game Room, Cinema, Conference Rooms, HFC Community Center, Rose Garden, Catering Kitchens, Sports Court, Poker Room, Media Centers and Craft Rooms.

“Resident” – shall mean any person or persons currently residing in or owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies, when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally updated rules specific to amenities solely within their respective boundaries.

III. □ AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Individuals who rent or lease a residential unit in the Districts for a period of at least 30 consecutive days may be designated by the Owner of the residential unit as the beneficial users of the Owner’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Owners and Non-Resident Members shall be responsible for all property damage charges incurred by themselves or their Guests/Renters/Leaseholders which remain unpaid after 60 days, following the customary billing and collection procedure established by the Districts. Owners and Non-Resident Members are responsible for the department of their respective Guests/Renters/Leaseholders.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$4000.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be

increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Registered guests over the age of eighteen (18) may use the Amenity Facilities unaccompanied by a Patron, and must sign a waiver of liability.

Patrons are responsible for ensuring that their Guests adhere to the Policies set forth herein and any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section VI – Suspension and Termination of Privileges.

IV. □ IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. □ LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment. Owners and Non-Resident Members are responsible for any damage to equipment incurred by their Guests/Renters/Leaseholders. Patrons should contact the Activities Desk or Security to report missing or damaged equipment.

Individuals who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other

activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation, athletic instruction, or lifeguard duties, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

VI. ☐ SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year, or longer, subject to annual review, by the Board of Supervisors and the Individual may also be required to pay restitution for any property damage or overdue fees/debts owed to either District, excluding payment of non-ad valorem assessments, if he or she:

1. ☐ fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. ☐ submits false information on the application for a photo ID card, golf cart registration or Guest pass;
3. ☐ permits unauthorized use of a photo ID card or Guest pass;
4. ☐ exhibits unsatisfactory behavior, deportment, or appearance;
5. ☐ engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. ☐ treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;

7. damages or destroys District property.

7.8. failure to pay any fees/debts owed to either District, excluding payment of non-ad valorem assessments.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's privileges: Please note, incidents involving the banning of pets at the Pet Play Park are covered under Section XI. – Amenity Policies – Specific Usage, number xvi. Pet Parks

1. ☐ First Offense – Verbal warning may be issued by Amenity Manager of such violations; the warning shall be summarized in a brief written report by Amenity Manager and kept on file in the Clubhouse and HFC.
2. ☐ Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges commencing immediately and running through closing of the following day. Written warning by Amenity Manager of continued violations sent by certified mail to the Patron, Supervisors notified, - and kept on file in the Clubhouse and HFC offices.
3. ☐ Third Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for one (1) week. A written report will be created; a letter will be sent by certified mail to the Patron, Supervisors notified, - and a copy of such letter kept on file in the Clubhouse and HFC Offices.
4. ☐ Fourth Offense – Automatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the ~~violation occurred~~ resident resides, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to ~~-both the District's~~ Boards in whose boundaries the resident resides -for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Boards' approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the

Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries ~~the violation at issue occurred~~ the resident resides. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District Staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. □ RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

With the exception of designated Open Play (as defined in Section X – Amenity Policies – General Usage), reservations may be available for up to two (2) hour increments for all facilities listed in ~~the reservation~~ this policy, with the exception of the Clubhouse Ballroom and HFC Community Center. These can be reserved for periods up to -four (4) hours. Longer time increments may be approved by the Amenity Manager.

There are no personal standing weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Lake Ashton activities taking place within the Amenity Facilities should be open to all Lake Ashton residents and not be labeled as “private”. If the room is not reserved by a club, group or organization, tables may be individually reserved, with the understanding that the Amenity Manager may move or cancel reservations, if required, up to 48 hours prior to the reservation time.

Clubs, Groups, and organizations may make “standing” reservations. These will be reviewed semi-annually by the Amenity Manager. (Refer to section IX on what constitutes a club)

If a standing reservation made by a registered Club, Group, or Organization is cancelled or unused more than 3 times in a 6-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a group going on a planned hiatus previously arranged with staff.

Reservations for commercial or profit-making purposes will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively)

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past the scheduled start time, after which the Amenity Manager may re-assign the reservation.

VIII. □ RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, as may be amended from time to time (collectively, the “Amenity Rate Rules”).

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than 14 days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the “Lake Ashton Community Development District” or the “Lake Ashton II Community Development District,” as applicable.

IX. □ CLUBS, GROUPS, AND ORGANIZATIONS

Any Club, Group or Organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities or District Media to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. □ Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. □ No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. □ The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place
4. □ Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Residents of Lake Ashton will be given priority to attend any club activity or event. Registered guests may be invited to attend if space permits. The Amenity Manager has the right to ask registered guests and other non-residents to leave if necessary to accommodate Lake Ashton Residents.
5. □ Criteria for Club membership should be governed by the individual club’s by-laws.

6. ☐ Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. ☐ AMENITY POLICIES – GENERAL USAGE

The following policies apply to the usage of all District Amenities and must be followed at all times. Residents of Lake Ashton will be given priority for usage of all amenities. The Amenity Manager has the right to ask registered guests and other non-residents to leave any amenity, if necessary, to accommodate Lake Ashton Residents. Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein.

Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respectful, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LACDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured. If there isn't a liquor license holder registered with the State of Florida to serve alcoholic beverages at the Clubhouse, the Clubhouse Amenity Manager may approve consumption of alcohol for events held in the Clubhouse. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved a room in the Clubhouse. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

In regards to LA II CDD's HFC Community Center: The HFC Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a

vendor who is in possession of a valid liquor license and proof of insurance. See Section XI (vi) regarding the HFC Community Center herein for more specific information regarding alcohol at the HFC Community Center.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity,

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or HFC 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

FIRE SAFETY: Candles, open burning or combustion of any kind are not permitted inside any Amenity Facility. Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries

GOLF CARTS:

1. ☐ Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, *Florida Statutes*, all traffic control devices, and local traffic laws.
2. ☐ All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at the HFC. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section X. -

GOLF CARTS and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator may be asked to remove the Golf Cart from the Amenity.

3. ☐ Golf Cart operators must be at least 16 years of age on or within the Amenities. For use on the Districts' roads, golf cart operators must abide by all applicable Florida Statutes and local government regulations.
4. ☐ The speed limit for golf carts is 12 MPH on or within the Amenities.
5. ☐ Golf Carts must have street/turf tires for operation on the Golf Course turf.
6. ☐ Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. ☐ Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. ☐ The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. ☐ Equip Golf Cart with efficient brakes, reliable steering apparatus, safe street/turf tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. ☐ Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.
 - v. ☐ Make sure batteries are charged to good operating levels.
 - vi. ☐ When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
 - vii. ☐ Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
 - viii. ☐ Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
 - ix. ☐ Passengers should sit with their right hip against the right arm of the seat;
 - x. ☐ Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

GRILLS/SMOKERS: Patrons are not allowed to bring grills or smokers to the Amenity Facilities. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

NOISE: The volume of live or recorded music shall not violate applicable Local Noise Ordinances.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

OPEN PLAY: Certain amenities are available on a first come, first serve basis at various times. No reservations are accepted during the time period listed as Open Play at the respective amenity. Usage is limited to ~~2 hours~~ 1 hour if other Patrons are waiting.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots unless authorized by the Amenity Manager.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

PETS: Pets, (with the exception of service animals, as defined by the ADA) are not permitted at Amenities Facilities with the exception of Pet Parks unless a special event allowing pets has been approved by the Amenity Manager. Pets must be leashed and under control of an adult handler at all times. Handlers are responsible for picking up after their pets and disposing of any waste in a designated pet waste receptacle or outdoor dumpster.

PHOTOS AT EVENTS: By using District Amenities, patrons grant the District the right to use and publish photographs and/or videos in which they may be included in Lake Ashton media without their inspection or approval.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of the Amenity Manager.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area.

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

XI. ☐ AMENITIES POLICIES – SPECIFIC USAGE

The Clubhouse Restaurant, Eagles Nest, and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation and enforcement including denial of service to any Patron.

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. ☐ BOCCE

1. ☐ Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. ☐ Bocce balls should not be tossed or thrown outside of the court.
3. ☐ Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. ☐ Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.
5. ☐ There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
6. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

ii. ☐ BOWLING

1. ☐ ~~The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first come basis.~~
- 2.1. ☐ Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
- 3.2. ☐ The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.

- ~~4.3.~~□ No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
- ~~5.4.~~□ Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- ~~6.5.~~□ No food or drink is allowed in the approach area.
- ~~7.6.~~□ If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
- ~~8.7.~~□ No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
- ~~9.8.~~□ Return all balls and shoes to racks when you have finished bowling.
- ~~10.9.~~□ Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.
- ~~11.10.~~□ There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
- ~~12.11.~~□ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii.□ CARD ROOMS/HFC BILLIARD ROOM/CLUBHOUSE GAME ROOM/HFC POKER ROOM

- ~~1.□ Rooms are available during normal hours for Open Play, however, as many different card and billiard games are held at regularly scheduled times, you should contact Activities Office for a list of scheduled activities.~~
- ~~2.1.□~~ Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be ~~considered "open" and will be~~ made available for use by another group or individual.
- ~~3.2.□~~ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.
- ~~4.3.□~~ Residents booking the Clubhouse Game Room for a Lake Ashton club, group, or organization meeting or activity should be aware that the room will still be available for Billiards play.

iv.□ CINEMA

- 1.□ Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
- 2.□ Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
- 3.□ Scheduled movies and show times are posted and subject to change.
- 4.□ Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.

- 5.□ Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
- 6.□ Reservations for the Cinema shall be made through the Amenity Manager's office.
- 7.□ Contact the Amenity Manager or Staff for assistance with equipment.
- 8.□ Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
- 9.□ Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v.□ CLUBHOUSE BALLROOM

- 1.□ Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
- 2.□ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vi.□ CRAFT ROOMS

- 1.□ Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
- 2.□ Reservations for the Craft Rooms can be made through the Amenity Manager's office.
- 3.□ If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
- 4.□ Please be courteous of others' projects and do not touch or handle them.
- 5.□ Guests under eighteen (18) years of age must be properly supervised by an adult.
- 6.□ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vii.□ FITNESS CENTERS

- 1.□ Fitness centers are open daily during normal operating hours.
- 2.□ Patrons are encouraged to receive training on the apparatus before utilizing equipment
- 3.□ Each facility provides televisions for Patrons. Please be considerate when setting volume levels.

4. ☐ Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. ☐ Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. ☐ Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. ☐ Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. ☐ Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. ☐ Hand chalk is not permitted to be used in the District Fitness Centers.
10. ☐ Personal audio devices are not permitted unless they are utilized with headphones.
11. ☐ No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. ☐ Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. ☐ Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. ☐ Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. ☐ Replace weights to their proper location after use.
16. ☐ Free-weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
17. ☐ Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

viii. ☐ GOLF COURSE

1. ☐ **Cart Paths and Bridges**

- i. ☐ All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.
- ii. ☐ To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. ☐ **Non-Golfers must stay on the Pathways/Bridges or Pond banks.** Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop Staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the

- conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. ☐ Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
 - v. ☐ Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
 - vi. ☐ **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. ☐ **Golf**

- i. ☐ Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. ☐ Non-Members or Associate Members that have not checked in with the Pro Shop, and are determined to be playing golf, will be charged the published daily greens rate.
- iii. ☐ Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions. Complete Golf Course rules are available at the Pro Shop.
- iv. ☐ Golfers and Patrons are reminded that they share the Pathways/Bridges and Ponds ~~with Non-Golfersequally. Golfers do not have any higher priority for use than any Non-Golfer~~ and need to be considerate in allowing use by all Lake Ashton Community members.

ix. ☐ **HFC COMMUNITY CENTER**

- 1. ☐ Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the HFC Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
- 2. ☐ Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

- 3. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

x. ☐ HORSESHOES

- 1. ☐ Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
- 2. ☐ Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
- 3. ☐ No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
- 4. ☐ Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xi. ☐ INDOOR SPORTS COURTS

- 1. ☐ Various articles of equipment, if available, may be obtained from the equipment storage area.
- 2. ☐ Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- 3. ☐ Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
- 4. ☐ Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
- 5. ☐ Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
- 6. ☐ No chairs, other than those provided by the Districts, are permitted on the sports courts.
- 7. ☐ Guests under the age of eighteen (18) must be accompanied by an adult Patron.
- 8. ☐ Equipment must be returned to storage after use.

xii. ☐ LIBRARY/MEDIA CENTERS

- 1. ☐ There are two library/media centers, one in the Clubhouse and one in the HFC. They have books, puzzles, computers, tables, DVDs and an area for reading.
- 2. ☐ Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
- 3. ☐ District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
- 4. ☐ It is strictly prohibited to use a District computer or wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to:

commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.

- 5.□ The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiii.□ LOBBY

- 1.□ The Lobby at the Clubhouse and HFC are not reservable spaces.
- 2.□ Tables can only be set up by registered Clubs, Groups, and Organizations, with prior approval from the Amenity Manager, for the purpose of selling tickets or registration for events in rooms reserved by the same group.
- 3.□ Approved vendors may also set up a table as part of a sponsorship agreement.
- 4.□ Tables must not block means of ingress/egress or access to the rest of the building.

xiv.□ MEDIA

- 1.□ Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
- 2.□ It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
- 3.□ Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
- 4.□ All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
- 5.□ The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
- 6.□ The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.

- 7.□ Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv.□ PAVILION

- 1.□ Reservations can be made through the Amenities Manager's office.
- 2.□ The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions. No grills or smokers are allowed inside the pavilion.
- 3.□ If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
- 4.□ Guests must be eighteen (18) years of age and older to operate the grills.
- 5.□ Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
- 6.□ Room reservations are non-exclusive. At the amenity manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xvi.□ PET PARKS

- 1.□ Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
- 2.□ The Security Staff will unlock and lock the gates daily.
- 3.□ All pet play parks welcome all sized pets.
- 4.□ Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
- 5.□ Owners are liable for the actions and behavior of their pets at all times.
- 6.□ All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
- 7.□ All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
- 8.□ Aggressive or unruly pets must be leashed and removed from the parks immediately.
- 9.□ Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
- 10.□ All pet handlers must be at least eighteen (18) years of age.
- 11.□ No children are allowed in the parks without adult supervision.
- 12.□ Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.

13. ☐ At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. ☐ In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. ☐ If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.
16. ☐ All pet toys should be picked up and removed when done.

xvii. ☐ PICKLEBALL

- ~~1.~~ ☐ ~~Pickleball courts can be reserved through the Amenity Manager.~~ Non-reserved courts are available ~~for Open Play~~ on a first-come, first-served basis.
- ~~4.2.~~ ☐ ~~There are Open Play times designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.~~
- ~~2.3.~~ ☐ Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
- ~~3.4.~~ ☐ If you find it necessary to "bump" other players when it is your turn to play:
 - a. ☐ Never attempt to enter someone else's court before your reservation time.
 - b. ☐ Never enter the court or distract players while others are in the middle of a point or game.
 - c. ☐ Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. ☐ Allow players to finish one more point, and then begin the player changeover for the court.
 - e. ☐ If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
- ~~4.5.~~ ☐ Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- ~~5.6.~~ ☐ Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
- ~~6.7.~~ ☐ Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
- ~~7.8.~~ ☐ No jumping over nets.
- ~~8.9.~~ ☐ Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- ~~9.10.~~ ☐ Court hazards or damages must be immediately reported to the Amenity Manager for repair.
- ~~10.11.~~ ☐ No temporary or permanent boundary markers or lines may be placed on the courts, other than the existing lines, unless approved in advance by the Amenity Manager.
- ~~11.12.~~ ☐ Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
- ~~12.13.~~ ☐ No chairs, other than those provided by the District are permitted on the courts.
- ~~13.14.~~ ☐ Lights at the pickleball facility must be turned off after use.

xviii. PONDS (FISHING)

1. ☐ Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
2. ☐ No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
3. ☐ Swimming, wading, and/or pets are not allowed in any Pond.
4. ☐ The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
5. ☐ Regarding Ponds within the Districts:
 - a. ☐ The Districts have a “catch and release” policy for any fish caught in the Ponds because of the frequency of treatments with herbicides and fertilizers which may produce run-off into the Ponds.
 - b. ☐ Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xix. ROSE GARDEN AND OUTDOOR KITCHEN

1. ☐ The Rose Garden is furnished with tables, chairs, and grilling equipment.
2. ☐ If you are unsure how to operate the grills or need assistance with any equipment, please contact the HFC Amenity Manager or Staff for instructions.
3. ☐ Please contact the HFC Amenity Manager or Staff for assistance if equipment at the Rose Garden fails to operate properly.
4. ☐ Guests must be eighteen (18) years of age to operate the grills in the Rose Garden. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.
5. ☐ The Rose Garden and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function in the Rose Garden and fail to clean up and return it to the condition in which it was obtained may be charged a clean-up fee.
6. ☐ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xx. ☐ SHUFFLEBOARD

1. ☐ Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. ☐ Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. ☐ Pucks or sticks are not to be thrown.
4. ☐ No person or person(s) should walk on or across the Shuffleboard Court.
5. ☐ Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.
6. ☐ Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
7. ☐ Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xxi. ☐ SPAS

1. ☐ There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. ☐ Spas are open during normal operating hours.
3. ☐ You must be thirteen (13) years of age or older to use the spa.
4. ☐ Children under the age of eighteen (18) must be accompanied by an adult.
5. ☐ Maximum capacity is seven (7) people.
6. ☐ No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool). Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
7. ☐ Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
8. ☐ Personal audio devices and televisions are not permitted unless they are utilized with headphones.
9. ☐ Individuals with open sores should not use the spa.
10. ☐ The Amenity Manager will control whether swimming is permitted in inclement weather, and the spa facility may be closed or opened at their discretion. If the lightning alarm sounds, all Patrons must evacuate the spa immediately
11. ☐ Patrons must comply with posted signage in addition to the rules listed above.

xxii. ☐ SWIMMING POOLS

1. ☐ The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. ☐ There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. ☐ All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.

- 4. ☐ Use of the swimming pools is permitted only during designated hours.
- 5. ☐ Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
- 6. ☐ Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
- 7. ☐ Guests under eighteen (18) years of age must be accompanied by an adult at all times
- 8. ☐ Proper swim attire (no cutoffs) must be worn in the pool.
- 9. ☐ Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- 10. ☐ Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
- 11. ☐ The changing of diapers or clothes is not allowed poolside.
- 12. ☐ Showers are required before entering the pool.
- 13. ☐ No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- 14. ☐ Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
- 15. ☐ Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
- 16. ☐ No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
- 17. ☐ Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
- 18. ☐ Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- 19. ☐ Pool entrances must be kept clear at all times.
- 20. ☐ No swinging on ladders, fences, or railings is allowed.
- 21. ☐ Pool furniture is not to be removed from the pool area.
- 22. ☐ No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
- 23. ☐ Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
- 24. ☐ No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
- 25. ☐ The Districts are not responsible for lost or stolen items.
- 26. ☐ Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
- 27. ☐ Individuals with open sores should not use the pool.
- 28. ☐ If the lightning alarm sounds, all Patrons must evacuate the pool immediately.
- 29. ☐ Patrons must comply with posted signage in addition to the rules listed above.

xxiii. TENNIS COURTS

1. ☐ ~~Tennis courts can be reserved through the Amenity Manager.~~ Non-reserved courts are available ~~for Open Play~~ on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. ☐ If you find it necessary to “bump” other players when it is your turn to play:
 - a. ☐ Never attempt to enter someone else’s court before your reservation time.
 - b. ☐ Never enter the court or distract players while others are in the middle of a point or game.
 - c. ☐ Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. ☐ Allow players to finish one more point, and then begin the player changeover for the court.
 - e. ☐ If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. ☐ Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. ☐ Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. ☐ Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. ☐ No jumping over nets.
7. ☐ Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. ☐ Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. ☐ Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. ☐ No temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
11. ☐ Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. ☐ No chairs, other than those provided by the District, are permitted on the courts.
13. ☐ Lights at the tennis facility must be turned off after use.
14. ☐ A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.
15. ☐ Reservations are non-exclusive. At the Amenity Manager’s discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

xxiv. ☐ WILDLIFE

1. ☐ When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):
 - i. ☐ Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. ☐ Never leave small children unattended.
 - iii. ☐ Never feed wild animals, or leave food/garbage unattended.
 - iv. ☐ Wildlife is likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. ☐ The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
3. ☐ Please visit the Florida Fish and Wildlife Conservation Commission’s website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

XII. USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the Districts and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

XIV. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies.

SECTION B

memo

To: LACDD Board of Supervisors
From: Christine Wells, Community Director
CC: District Manager
Date: December 12, 2022

In March 2020 when COVID was prevalent, causing a dramatic decrease in resident events and outside room rental revenue, staff offered to temporarily take over cleaning of the Clubhouse and suspend the janitorial contract.

Since March 2020 there have been several ups and downs regarding the COVID-19 positivity rate. Staff has continued to monitor needs and over the past year and a half a dramatic increase in resident events with no indication of decreasing has been noticed. With that being said it is becoming harder for staff to keep up with the increase in cleaning needs to accommodate the current activity level.

Going off the quote recently received for janitorial services, it is estimated that since contracted janitorial services were suspended in March 2020 staff has saved the District around \$154,000 by taking on these extra responsibilities.

The monthly amount for the same scope of services that was in place prior to suspending janitorial services in March 2020 is \$4,533.75 per month (\$54,405 per year). The scope of services is included in the quote provided by Orchid Cleaning, which is attached to this memo.

When calculating the yearly amount of a contracted cleaning services staff quickly realized that hiring a fulltime employee with benefits to add to the current GMS contract would be very close to the yearly amount for contracted janitorial services. The cost to hire a fulltime employee with benefits to the current GMS contract is approximately \$55,000 - \$56,000.

If the District chose the route of hiring an additional fulltime employee, onsite staff could continue to perform janitorial services in addition to potentially taking over the pool maintenance contract which is currently \$1,400 per month (\$16,800 per year). If the District chose to proceed with the janitorial contract of \$54,405 and continue pool services at \$16,800 there would be a yearly total of \$71,205. The cost to hire an additional full time Facility Maintenance employee that can assist in performing these services would result in a savings of \$15,205.

If Supervisors decided to take pool services in house, at least one staff member would need to be a CPO (Certified Pool Operator). I would recommend that Matt Fisher and Alex Fuertes both receive this certification. The cost for the certification is \$370 each. Certifications are valid for 5 years from the last day of the month of issuance.

If you have any questions, please contact me via phone at 863-324-5457 or via email at cwells@lakeashtoncdd.com.



5820 State Rd. 542 West
Winter Haven, FL
863-324-2000, ext. 700
OCScleaning@ocsservinc.com

Lake Ashton

Entrance Foyer, Hallways, and all other Entrance doors

Each visit:

Sweep and mop ceramic tile flooring

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust furniture and surfaces

Spot clean glass, mirrors and windows, clean windows top to bottom as needed but not less than once weekly

Damp wipe baseboard as needed but not less than once weekly

Spot clean doors as needed, clean doors top to bottom as needed but not less than once weekly

Ballroom and Cinema

Each visit:

Vacuum carpeted areas, damp wipe counters, tabletops and surfaces

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust mop or spot clean hardwood flooring as needed

Spot clean windows top to bottom as needed but not less than once weekly

Spot clean doors as needed, clean doors top to bottom as needed but not less than once weekly

Dust all windowsills as needed but not less than once weekly

Apply hardwood dance floor treatment as specified by Lake Ashton Staff (once weekly)

Dust vents and ceiling fans as needed but not less than twice monthly

Fitness Center

Each visit:

Remove all trash (keeping trash and recyclables separate) replace liners as needed

Refill all dispensers

Dust mop flooring, sweep and wet mop flooring as needed but not less than once weekly

Spot clean doors as needed, clean doors top to bottom as needed but not less than once weekly

Damp wipe equipment as needed but not less than once weekly

Damp wipe baseboards as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust window blinds as needed but not less than once weekly

Spot clean glass, windows and mirrors, clean windows top to bottom as needed but not less than once weekly

Dust vents and ceiling fans as needed but not less than twice monthly

Six Restrooms/Locker Rooms

Each visit:

Refill all dispensers

Clean mirrors, counters and surfaces. Clean and sanitize all sinks, showers, sitting areas, commodes and urinals

Sweep and mop floors

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust vents as needed but not less than twice monthly

Spot clean doors as needed. Clean doors top to bottom as needed but not less than once weekly

Game (billiard) Room

Each visit:

Vacuum carpeted areas

Remove trash (keeping trash and recyclables separate) replace liners as needed

Spot clean windows top to bottom as needed but not less than once weekly

Dust light fixtures, woodwork, baseboard and wood trim as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than twice monthly

Card Room

Each visit:

Vacuum carpeted areas

Remove trash (keeping trash and recyclables separate) replace liners as needed

Spot clean windows top to bottom as needed but not less than once weekly

Dust light fixtures, woodwork, baseboard and wood trim as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than twice monthly

Ashton (bowling) Lanes

Each visit:

Vacuum carpeted areas, clean tables, counters and surfaces

Remove trash (keeping trash and recyclables separate) replace liners as needed

Media Center

Each visit:

Vacuum carpeted areas

Damp wipe counters, cubicles, shelves, tabletops and surfaces

Remove trash (keeping trash and recyclables separate) replace liners as needed

Damp wipe baseboard as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than twice monthly

Damp wipe windowsills as needed but not less than once weekly

Thompson Nursery Road Entrance Gate

Each visit:

Refill all dispensers

Clean mirrors, counters and surfaces

Clean and sanitize all sinks, commodes/urinals

Sweep and mop floors

Remove trash (keeping trash and recyclables separate) replace liners as needed

Clean windows top to bottom as needed but not less than once weekly

Spot clean doors as needed, clean doors tip to bottom as needed but not less than once weekly

Dust window blinds as needed but not less than once weekly

Dust vents and light fixtures as needed but not less than twice monthly

Craft Room

Each visit:

Clean counters and surfaces

Clean and sanitize sink

Sweep and mop floors

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust vents and ceiling fans as needed but not less than twice monthly

Dust window blinds as needed but not less than once weekly

Conference Room

Each visit:

Sweep and mop ceramic tile flooring

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust vents and ceiling fans as needed but not less than twice monthly

Dust window blinds as needed but not less than once weekly

Conference Room

Each visit:

Sweep and mop ceramic tile flooring

Remove trash (keeping trash and recyclables separate) replace liners as needed

Clean tables and surfaces

Spot clean glass, mirrors and windows

Damp wipe windowsills as needed but not less than once weekly

Damp wipe baseboard as needed but not less than once weekly

Clean windows top to bottom as needed but not less than once weekly

Spot clean doors as needed, clean doors top to bottom as needed but not less than once weekly

Dust vents and ceiling fans as needed but not less than twice monthly

Dust window blinds as needed but not less than once weekly

Ballroom Kitchen

Each visit:

Refill all dispensers

Clean counters and surfaces

Clean and sanitize sink

Sweep and mop floors

Remove trash (keeping trash and recyclables separate) replace liners as needed

Dust vents and ceiling fans as needed but not less than twice monthly

Scope of Service:

- *Cleaning services are normally performed Monday through Saturday between 9pm to 6am.**
- *The contracted vendor will supply all tools, equipment and compounds necessary to complete Cleaning services**
- *Monthly inspections with designated Lake Ashton staff will be scheduled**
- *The contracted vendor will provide MSDA sheets for all chemicals and cleaning agents**
- *Vendor should communicate any items needing repair or safety concerns to designated Lake Ashton staff.**
- *Vendor should communicate with staff using communication log, telephone and electronic mail.**

All work performed by O C S will be done in a workman like manner and O C S will provide all the proper insurances to complete the work requested.

Estimated Cost: \$4,533.75 Monthly

SECTION C

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the Lake Ashton Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Lake Ashton Community Development District.
3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 14, 2023**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Friday, September 15, 2023** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

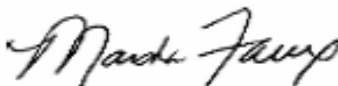
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION D



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2023 Data Sharing and Usage Agreement

LAKE ASHTON CDD

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **LAKE ASHTON CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” **will be protected as follows:**

1. ☐ The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. ☐ The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. ☐ The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. ☐ The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. ☐ The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

LAKE ASHTON CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2022

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VII

SECTION B



12/19/2022

**Lake Ashton I CDD Meeting
Engineering Report**

- 1) **Dunmore Pavement Repairs**
 - Work scheduled 12/13 and 12/14.
- 2) **4456 Waterford**
 - Repairs completed.
- 3) **3066 Dunmore**
 - Coordinating with contractor for vacuum truck quote to locate discharge location and flush line.

SECTION C



Lake Ashton Community Development District

Community Director Report

Submitted by:
Christine Wells, Community Director

Meeting Date: December 19, 2022



Events and Activities

New Season Tickets are on sale through December 22. Individual tickets will go on sale starting January 9 after Monday Coffee. A special thank you to LAPAC (Lake Ashton Performing Arts Corporation), especially Mark Graham, David Greer, and Patty Wallner for their help with creating the set and helping with all av components for the Rockin' New Year's Eve party at the Clubhouse. It is going to be amazing and like no other NYE party we have ever had!

The following events are scheduled for December - February:

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 Expo
- 1/18 - New Resident Social
- 1/21 - LA Cruise-In
- 1/25 - Vintage Roadshow
- 1/27 - ETS Show: The Bronx Wanderers
- 1/31 - Blue Springs Bus Trip
- 2/3 - ETS Show: Steve Solomon
- 2/7 - Chihuly Museum Bus Trip
- 2/7 - Skin Cancer Educational Q&A
- 2/8 - Hump Day Karaoke
- 2/10 - Wine Glass Painting
- 2/14 - Chapel of Love w/Elvis
- 2/17 - ETS Show: Shake Baby Shake
- 2/20 - Family Elder Law Boot Camp - Who Will Make My Medical Decisions?
- 2/21 - Mardi Gras Parti
- 2/24 - ETS Show: Forbidden Broadway

The Activities Advisory Group has completed an event suggestion form to send out to residents soon. The group has been working hard on NYE and other events coming up to make them truly unique. We have a great group!



Restaurant Update:

- ☐ Carpet, ceramic tile and all equipment has been cleaned in the Restaurant Kitchen and Dining Room. This will be paid by LACDD and deducted from the final invoice from Metz.
- ☐ Vinyl floor cleaning is scheduled to take place the week of December 12. This will be paid by LACDD and deducted from the final invoice from Metz.
- ☐ Staff has put all IT equipment in the Media Center closet and have wiped down all countertops and tables.
- ☐ A short synopsis of the recent timeline of Restaurant actions and other information requested from the proposers, in addition to a short survey will be sent out to residents on December 12.
- ☐ The Restaurant screened room was cleared of all trash. This area is scheduled to be pressure washed by the week of December 12.
- ☐ AirGas has picked up all Co2 canisters.
- ☐ An appliance repair company is scheduled to come out the week of December 12 to evaluate all equipment for functionality.
- ☐ A mobile welder and metal fabrication company is scheduled to come out the week of December 12 to evaluate repairs needed to the walk-in cooler and freezer.

Newsletter:



The December Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on December 1. This issue featured a cover promoting the Holiday Parade. The back cover highlighted the Rockin' New Year's Eve Party at the Clubhouse. The January *LA Times* newsletter will be distributed on **Friday, December 30.**



Monday Coffee:

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

- ☐ 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.

- 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. It takes approximately 90 days to see a credit due to a leak adjustment.
 - 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.
 - A credit of \$479.26 was received on the account servicing the Palms entrance.
 - A credit \$1084.91 was received on the account servicing the Guard House.
- 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 is working with the Enterprise Manager at Spectrum to install an updated phone system that will result in cost savings and better technical support. More information will be provided when available.
 - Credits have been received in the amount of \$252.09 and more credits are anticipated as we work through this account review.
- Staff has begun replacing the current non-programmable thermostats with thermostats that can be locked and programmed to save on electric costs.

Other Information:

- Final payment for the insurance claim for the repair of the Bowling Lanes of \$26,635.88 was mailed the week of December 5. It has not been received as of 12/12
- Staff is continuing to work with the insurance adjuster on a claim for hurricane damage from Hurricane Ian. Estimates and invoices have been submitted for the repairs that are completed or pending repairs.
- Staff was sent an invoice for preventative maintenance of the lightning detection system. This is an unbudgeted ongoing expense so staff would like direction from Supervisors before proceeding with payment. The invoice that was sent is included for Supervisor's review.
- Staff received a request from the Cigar Club at Lake Ashton regarding meeting at the Pavilion. The request is included at the end of this report for Supervisors review.
- Staff would like Supervisors to consider cart number 1 for surplus. The cart is not being driven and has only been used for parts.

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							
Lake Ashton Blvd Median Refurbishment	NTE \$49,500		10/18/2022		Matt	The palm tree beds near the Thomson Nursery Road entrance bordering the golf course are near completion. One bed is missing shell and Yellowstone is reviewing the other 3.	12/12/2022
West Parking Lot Median Refurbishment						The magnolia trees and holly hedges have been removed. Installation of Blueberries is scheduled for the week of 12/12/22.	
West Entrance Bordering Golf Course Refurb						Rock has been removed from the west parking lot median and placed under the Bottle Brush Trees near the Tennis Courts. Two additional bottle brush trees are in need of rock. Yellowstone will be installing bromeliads the week of 12/19/22.	
Restaurant Floor and Equipment Cleaning	NTE \$3,566 Billed to Metz			12/14/2022	Christine	Amount was increased due to proposals received. Cermaic tile, carpet and equipment have all been cleaned. Vinyl flooring is scheduled to be cleaned on December 14.	12/12/2022
Clubhouse Roofing Repairs	Insurance Claim			1/3/2023	Matt	Many of the repairs have been completed. Remaining repairs will be completed by 1/3/23	11/21/2022
Pavement Management/Stormwater Management/Bridges/Pathways							
Dunmore Drive Pavement Repairs	NTE \$28,000		8/15/2022	12/14/2022	District Engineer	Work is scheduled to take place on 12/13 and 12/14	12/12/2022
Completed Projects							
Sinking Mailbox on Waterford	\$2,900.00	\$2,900.00	11/28/2022	12/1/2022	District Engineer	Project was completed on December 1.	12/12/2022
Column Cap Repairs (TNR Fence)	Insurance Claim	\$3,255.00		12/7/2022	Christine	Project was completed on December 7	12/12/2022
Fencing/Column Damage Due to Vehicle Accident	Insurance Claim	\$6,085.00		12/7/2022	Christine	Project was completed on December 7. Payment from Progressive was received and deposited.	12/12/2022
Olsen Road Fence Repairs	NTE \$4,500	\$4,000 (\$500 was due to storm damage)	8/15/2022	12/2/2022	Christine	Project was completed on 12/1/22.	12/12/2022
Palm Tree Replacement on Blvd	\$1,077.93	\$410.00	9/21/2020	12/1/2022	Matt	Installation was completed on 12/1/22	12/12/2022

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
<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



Systematic Technologies, LLC

P O Box 7596
St Petersburg, FL 33734

Invoice

Date

8/14/2022

Invoice #

2756

Terms

Due on receipt

PAST DUE

**Lake Ashton Golf Club
Accounts Payable
4000 Mulligan Lane
Winterhaven, FL 33884**

P.O. No.

yearly PM

Service date

8-5-22

Item	Qty	Description	Rate	Amount
PM1-10	1	Preventative Maintenance Service for LIGHTNING WARNING SYSTEM - up to 10 stations. \$99 for additional * Service covers all maintenance / repair parts under \$40.00 * Service includes minor repairs to existing components * PM is based on a ONE day visit. (Additional visits may incur a price adjustment) > CENTRAL Backup batteries are included >> Receiver batteries not included	1,085.00	1,085.00
WAVE-TR-BAT	2	WAVE Transmitter or WAVE Sequencer Battery. Two batteries are needed per Transmitter or Sequencer.	40.00	80.00
Discount-M		--- Included with PM services - No Charge	-100.00%	-80.00
SG-LDR-BAT	1	C-Cell batteries for Strike Guard Lightning Data Receiver.	20.00	20.00
Discount-M		--- Included with PM services - No Charge	-100.00%	-20.00
50-560	9	Two-pack of desiccant packs for moisture and humidity control. Includes humidity detector.	10.00	90.00
Discount-M		--- Included with PM services - No Charge	-100.00%	-90.00
80-200	4	Black paint - brush / pan / roller / tape / cleaner as needed	34.00	136.00
Discount-M		--- Included with PM services - No Charge	-100.00%	-136.00
		--- NOT INCLUDED WITH PM SERVICES (includes freight and taxes)		
		--- Siren (receiver) batteries - Currently replaced every second year		
10-575	16	Debris / Insect barrier - WAVE Siren Horn	10.00	160.00
WAVE-BAT-AC	8	WAVE Siren Station lead acid rechargeable battery for AC-powered WAVE Siren Station	65.00	520.00
10-228	1	Standard WAVE Siren Station 8" whip antenna with 90 degree connector.	85.00	85.00
WAVE-BAT-SO...	1	WAVE Siren Station lead acid rechargeable battery for solar-powered or V2 WAVE Siren Stations	105.00	105.00
		RECOMMENDATIONS FOR KEEPING COSTS DOWN 1) Keep trees trimmed at least 6' away - contact with trees causes physical damage as well as providing a route for insects 2) Keep contact with irrigation water to a minimum - irrigation water is corrosive and shortens the life of the affected components 3) Keep insects and animals away from poles - remove nesting / install horn guards *** **		
		Siren located at #Maintenance building was found with actively burning motherboard damaged and not re-buildable. Showed to David in maintenance and let him know that the siren was no longer active and is being removed. Quote will be provided Siren located at #5 West was found without power. Golf shop said that the building is without power for time being. Siren had battery replaced but is not able to charge without AC power. Quote will be provided. Notified golf shop so that they could let golfers know status of alarms. *** **		

Thank you for using Systematic Technologies

1.5% service charge on accounts over 30 days past due.

Total \$1,955.00

Payments/Credits \$0.00

Balance Due \$1,955.00

Phone: 727-369-8698

accounts@systematictech.com



Christine Wells <cwells@lakeashtoncdd.com>

Cigar Club

4 messages

Giles Snyder <gilesinfl@gmail.com>

Tue, Dec 6, 2022 at 5:36 PM

To: Christine Wells <cwells@lakeashtoncdd.com>

Cc: Mike Weissberg <mnewyork@aol.com>, Giles Snyder <gilesinfl@gmail.com>

Christine Wells
LACDD Community Director

Dear Christine,

I originally sent this to Mike Costello, and he told me that you are now handling these requests. If it needs to go to someone else, please let me know.

Our Cigar Club meets now in the Rose Garden at the HFC every Sunday from 3 to 5 PM. Occasionally we will get rained out, or if someone is already in the shaded area we are forced to sit in the sun. There are umbrellas, but they do not provide enough shade on a hot day to be comfortable. We would like you to consider allowing us to use the pavilion, as it is shaded, dry and well ventilated. We are courteous and do not leave any trash behind, or any cigar butts or ashes on the floor. If not a permanent approval, maybe you could allow us to try it for a 30 day period and see if there is any pushback from the residents.

If you have any questions please feel free to call me at
352-326-2016

Giles Snyder

President, Lake Ashton Cigar, Philosophical Discussion
and Sports Information Club.

Christine Wells <cwells@lakeashtoncdd.com>
To: Giles Snyder <gilesinfl@gmail.com>
Cc: Mike Weissberg <mnewyork@aol.com>, Giles Snyder <gilesinfl@gmail.com>

Thu, Dec 8, 2022 at 11:43 AM

Hi Giles -

Thank you for your email. Currently, our only designated smoking area at the Clubhouse as determined by the Board of Supervisors, is the Ballroom Patio. I would have to take this request to the Board of Supervisors to see if they would be amenable to staff booking the Pavilion for the Cigar Club to meet since this would be outside of the area that is currently designated for smoking. If you would like for me to present this at the December 19 meeting please let me know. I look forward to helping in any way I can.

Christine Wells

Community Director

Lake Ashton Community Development District
4141 Ashton Club Drive
Lake Wales, FL 33859
P: (863) 324-5457
F: (863) 324-5829

Email: cwells@lakeashtoncdd.com

 LA LOGO

 Please consider the environment before printing this email.

[Quoted text hidden]

Giles Snyder <gilesinfl@gmail.com>
To: Christine Wells <cwells@lakeashtoncdd.com>
Cc: Mike Weissberg <mnewyork@aol.com>

Thu, Dec 8, 2022 at 12:47 PM

Yes, please put in that request. With the fans in the pavilion, and ventilation from all four sides, and the wind constantly blowing off the lake there is less chance of offending someone in the pavilion than there is on the ballroom patio.

Thanks for your help

Giles

[Quoted text hidden]

Christine Wells <cwells@lakeashtoncdd.com>

Thu, Dec 8, 2022 at 4:32 PM

To: Giles Snyder <gilesinfl@gmail.com>

Cc: Mike Weissberg <mnewyork@aol.com>

Will do, I'll keep you posted.

Christine Wells
Community Director

Lake Ashton
4141 Ashton Club Drive
Lake Wales, FL 33859
863-324-5457

[Quoted text hidden]

SECTION D



Lake Ashton Community Development District Operations Manager Report

DATE: December 19, 2022

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – December 19, 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.

September 2022



November 2022



The pond behind Aberdeen Lane before and after photos are shown above. This is a multi-month process involving ongoing treatments.

For Applied Aquatics, staff developed a contract compliance checklist. This will help ensure that all CDD vendors continue to be complainant. This checklist is attached.

Pool/Spa Updates

To stay on top of pool vendor duties, a daily pool check list has been created. This checklist is attached.

The timer to the Spa is being replaced with a push button timer. Installation is scheduled for the week of December 19.

Landscaping Updates

Staff met with Yellowstone to discuss issues raised at the November CDD meeting.

Staff created a contract compliance checklist for Yellowstone. This checklist is attached.

The Yellowstone reports are included. Staff communicated with Jose to ensure that project start dates are included in future reports.

The installation of Japanese Blueberries is set to begin on December 13th in the median of Lake Ashton Boulevard.

The median work in the west parking lot is scheduled to begin on December 15th and be completed by the end of the following week.

Facility Maintenance

Staff installed two new LED gate arms.

The screened room on the Restaurant patio and the area behind the green fence were cleaned. All recyclable metal has been deposited in a Viking Recycling bin and is scheduled to be picked up on December 12.

Hartline Company has inspected the fire alarm panel and duct smoke detectors.

Staff pressure washed Gate House.

The motor for the fountain is still in the inspection line for a warranty claim. Kincaid contacted the vendor for a timeframe, and they responded that they will begin working on it the week of December 12th.

Maintenance Project Forecaster

Staff will be pressure washing and removing mud daubers from the screened in area and Restaurant patio. This work will begin on the week of December 19th.

LAKE ASHTON

MONTHLY REPORT FOR NOVEMBER

- ☐ WEEDS BROUGHT UP BY BOARD HAVE BEEN ADDRESSED BY FERT/CHEM TEAM.
- ☐ GREATER ATTENTION TO DETAIL FOR FOCAL AREAS.
- ☐ WE WILL BE SUPERVISING THE CREW AND WILL MAKE ADJUSTMENTS IF NEEDED.
- ☐ WEED SITUATION IN GRASS NEXT TO TENNIS COURTS WILL BE RESOD AT NO COST **EARLY JANUARY.**
- ☐ BROMILIADS I (JOSE) WILL BE WORKING WITH DANA ON SCHEDULING FOR OUR ENHANCEMENT TEAM AND WILL GET BACK WITH YOU ONCE WE HAVE A DATE FOR INSTALL.
- ☐ DEAD QUEEN PALM, WAITING ON A QUOTE AND ONCE ITS READY WE WILL SEND IT OVER.
- ☐ PLAN TO BECOME CONTRACT COMPLIANT, WE WILL ENSURE CREW FOLLOWS A DETAIL SECTIONAL MAP & PLAN WHICH WILL BE PROVIDED TO THE BOARD. THIS DETAIL SECTIONAL PLAN WILL KEEP US ON SCHEDULE WITH ALL WEEDING AND TRIMMING ACTIVITIES. ALL MAINTENANCE ACTIVITIES WILL BE COMMUNICATED AND REPORTED TO MGMT
- ☐ FERT/CHEM CREW TREATED ALL AREAS WITH ATRAZINE BROADLEAF WEED CONTROL.
- ☐ GRANULAR FERT IN ALL AREAS
- ☐ IRRIGATION: WET CHECK AND MINOR ADJUSTMENTS
- ☐ MOWED 3 TIMES ALL PROPERTY INCLUDING RETENTION PONDS
- ☐ DETAILED 2 TIMES
 - 1)☐ DETAILED CLUB HOUSE, TENNIS COURTS
 - 2)☐ TRIMMED GUARD HOUSE, APARTMENTS SIDE AND ALSO FRONT OF PROPERTY FENCE LINE AT THOMPSON NURSERY RD.

Lawn & Ornamental Report



Date of Application Nov. 28-22

Sprayer Operator Michael & Sergio

Area Treated St. Augustine Turf

Products Used	Target Pest	Application Rate	Total Used
FERT. 16-2-8	Nutrient	Setting #6	14 Bags

Disease / Pest or Weed Target Treatment St. Augustine Turf.

Sprayer Used ZS 4, 3

Water Volume Time of Application 8:00am

Temperature 78°

Wind Speed

Observation

Manager Signature

Operator Signature

Lawn & Ornamental Report



YELLOWSTONE
LANDSCAPE

Date of Application Aug-11-22

Sprayer Operator

Area Treated St. Augustine & Plants with Trimteet

Products Used	Target Pest	Application Rate	Total Used
<u>Trimteet,</u> <u>Ferrous Sulfate</u>	<u>Regulate growth</u> <u>Nutrient deficiency</u>	<u>8lbs/100 gal</u>	

Disease / Pest or Weed Growth regulator / nutrient deficiency
Target Treatment

Sprayer Used Z57, 4

Water Volume 180 gallons

Time of Application 8:30 AM

Temperature 85°

Wind Speed

Observation

Manager Signature

Operator Signature

Yellowstone Compliance Checklist

Task		Remarks (Including Specific Areas for improvement)
Mowing	Satisfactory	
	Unsatisfactory	
Edging Completed	Satisfactory	
	Unsatisfactory	
String Trimming	Satisfactory	
	Unsatisfactory	
Weed Control Turf/Beds	Satisfactory	
	Unsatisfactory	
Shrubs/Ground Cover Care	Satisfactory	
	Unsatisfactory	
Tree Care	Satisfactory	
	Unsatisfactory	
Litter and Debris	Satisfactory	
	Unsatisfactory	
Fountain Maintenance	Satisfactory	
	Unsatisfactory	
Pond Maintenance	Satisfactory	
	Unsatisfactory	

Reminders:

Irrigation Report

- ☐ Any Repairs needed

Weed and Disease Control Monthly Report

Mulching – April and September

Annuals- December, April, and August

Tree Pruning-December and July

Applied Aquatic Compliance Checklist

POND	APPERANCE	ALGAE	COMMENTS
E1			
E2			
E3			
E4			
E5			
E6			
E7			
E8			
E9			
E10			
E11			
E12			
E13			
GC1			
GC2			
GC3			
GC4			
GC5			
GC6			
GC7			
GC8			
GC9			
GC10			
GC11			
GC12			
GC13			
GC14			
GC15			
GC16			
GC17			
GC18			
GC19			

GC20			
GC21			

Mitigations 1B and 7A (Quarthey):

Wetlands 2, 3, 4, 5, 6, 8 and Utility Easement Wetland (Quarthey):

Pine Island (Quarthey):

“Eye Sore Area” (Monthly):

East Conservation Area (Quarthey):

Conservation Area from Clubhouse to Boat Ramp (Semi-Annual):

Task	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Handicap Lift Operable	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Walls/Floor of Pool and Spa free of Algae	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Replace Handicap Battery	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No

SECTION VIII

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
November 30, 2022

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
<u>ASSETS:</u>				
Cash-Wells Fargo	\$677,149	---	\$52,380	\$729,529
Due from Other Funds	---	\$75,841	\$200,592	\$276,433
Investment - State Board	\$113	---	---	\$113
Investment - State Board Capita	---	---	\$69,750	\$69,750
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Prepayment A-1	---	\$106,853	---	\$106,853
Prepayment A-2	---	\$8,303	---	\$8,303
TOTAL ASSETS	\$677,262	\$401,123	\$322,722	\$1,401,107
<u>LIABILITIES:</u>				
Accounts Payable	\$74,348	---	\$4,000	\$78,348
Due to Other Funds	\$276,433	---	---	\$276,433
Deposits-Room Rentals	\$4,725	---	---	\$4,725
TOTAL LIABILITIES	\$355,506	\$0	\$4,000	\$359,506
<u>FUND BALANCES:</u>				
Restricted:				
Debt Service	---	\$401,123	---	\$401,123
Assigned:				
Capital Reserve	---	---	\$318,722	\$318,722
Assigned	\$31,431	---	---	\$31,431
Unassigned	\$290,325	---	---	\$290,325
TOTAL FUND BALANCES	\$321,756	\$401,123	\$318,722	\$1,041,601
TOTAL LIABILITIES & FUND BAL	\$677,262	\$401,123	\$322,722	\$1,401,107

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended November 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/22	ACTUAL THRU 11/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$1,000	\$167	\$724	\$558
Capital Reserve-Transfer In FY 22	\$455,901	\$0	\$0	\$0
TOTAL REVENUES	<u>\$456,901</u>	<u>\$167</u>	<u>\$724</u>	<u>\$558</u>
<u>EXPENDITURES:</u>				
Capital Projects:				
Ballroom Renovation	\$11,500	\$1,917	\$0	\$1,917
Treadmills (2)	\$10,000	\$1,667	\$0	\$1,667
Outdoor Pool/Spa Refurbishment	\$66,800	\$11,133	\$6,245	\$4,888
Lake Ashton Shoreline Restoration	\$16,000	\$2,667	\$0	\$2,667
Gate Operators with LED Gate Arms	\$10,000	\$1,667	\$0	\$1,667
Bocce Court Refurbishment	\$20,000	\$3,333	\$0	\$3,333
HVAC	\$27,000	\$4,500	\$0	\$4,500
Asphalt and Curblin repairs	\$20,000	\$3,333	\$0	\$3,333
Golf Course Pathways	\$10,000	\$1,667	\$0	\$1,667
Golf Course Bridge Maintenance	\$30,000	\$5,000	\$0	\$5,000
Pond Repairs	\$10,000	\$1,667	\$0	\$1,667
Paver Maintenance	\$11,500	\$1,917	\$0	\$1,917
Restaurant Equipment	\$16,000	\$2,667	\$0	\$2,667
Fence Repairs	\$0	\$0	\$3,500	(\$3,500)
Other Current Charges	\$650	\$108	\$19	\$90
TOTAL EXPENDITURES	<u>\$259,450</u>	<u>\$43,242</u>	<u>\$9,764</u>	<u>\$33,478</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$197,451</u>	<u>(\$43,075)</u>	<u>(\$9,039)</u>	<u>\$34,036</u>
Net change in fund balance	<u>\$197,451</u>	<u>(\$43,075)</u>	<u>(\$9,039)</u>	<u>\$34,036</u>
FUND BALANCE - Beginning	\$273,754		\$327,761	
FUND BALANCE - Ending	<u>\$471,205</u>		<u>\$318,722</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended November 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/22	ACTUAL THRU 11/30/22	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$460,402	\$460,402	\$0
Rental Income	\$40,000	\$6,667	\$12,650	\$5,983
Special Events Revenue	\$130,000	\$21,667	\$123,892	\$102,225
Newsletter Ad Revenue	\$95,000	\$15,833	\$16,656	\$823
Interest Income	\$1,000	\$167	\$113	(\$54)
Miscellaneous Income	\$5,000	\$833	\$3,082	\$2,249
TOTAL REVENUES	\$2,326,306	\$505,568	\$616,795	\$111,227
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$667	\$417	\$250
FICA Expense	\$306	\$51	\$32	\$19
Engineering	\$60,000	\$10,000	\$1,724	\$8,276
Arbitrage	\$600	\$100	\$0	\$100
Dissemination	\$1,500	\$250	\$250	\$0
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0
Attorney	\$30,000	\$5,000	\$2,909	\$2,091
Annual Audit	\$3,850	\$642	\$0	\$642
Trustee Fees	\$4,310	\$718	\$0	\$718
Management Fees	\$63,248	\$10,541	\$10,541	\$0
Computer Time	\$1,000	\$167	\$167	\$0
Postage	\$2,500	\$417	\$189	\$228
Printing & Binding	\$1,000	\$167	\$0	\$166
Newsletter Printing	\$50,000	\$8,333	\$9,012	(\$679)
Rentals & Leases	\$5,500	\$917	\$325	\$592
Insurance	\$60,823	\$60,823	\$60,813	\$10
Legal Advertising	\$1,500	\$250	\$270	(\$20)
Other Current Charges	\$1,250	\$208	\$81	\$127
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$29	\$3	\$27
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$99,455	\$86,908	\$12,547

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended November 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/22	ACTUAL THRU 11/30/22	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$68,029	\$68,029	\$0
Gate/Patrol/Pool Officers	\$310,273	\$51,712	\$50,242	\$1,470
Pest Control	\$4,690	\$782	\$450	\$332
Security/Fire Alarm/Gate Repairs	\$7,500	\$1,250	\$931	\$319
Telephone/Internet	\$13,600	\$2,267	\$2,327	(\$60)
Electric	\$220,000	\$36,667	\$36,684	(\$17)
Water	\$16,000	\$2,667	\$1,738	\$929
Gas-Pool	\$25,000	\$4,167	\$3,439	\$727
Gas-Restaurant	\$0	\$0	\$878	(\$878)
Refuse	\$14,000	\$2,333	\$561	\$1,772
Repairs & Maintenance-Clubhouse	\$57,600	\$9,600	\$5,438	\$4,162
Repairs & Maintenance-Fitness Center	\$3,000	\$500	\$185	\$315
Repairs & Maintenance-Bowling Lanes	\$17,000	\$2,833	\$0	\$2,833
Repairs & Maintenance-Restaurant	\$0	\$0	\$1,600	(\$1,600)
Furniture, Fixtures, Equipment	\$15,000	\$2,500	\$0	\$2,500
Repairs & Maintenance-Golf Cart	\$5,400	\$900	\$744	\$156
Repairs & Maintenance-Pool	\$20,000	\$3,333	\$8,770	(\$5,437)
Landscape Maintenance	\$194,520	\$32,420	\$32,420	\$0
Plant Replacement	\$7,000	\$1,167	\$0	\$1,167
Irrigation Repairs	\$3,500	\$583	\$0	\$583
Lake Maintenance	\$49,545	\$8,258	\$7,790	\$468
Wetland Mitigation and Maintenance	\$41,595	\$6,933	\$0	\$6,933
Permits/Inspections	\$2,200	\$367	\$659	(\$292)
Office Supplies/Printing/Binding	\$5,000	\$833	\$126	\$707
Operating Supplies	\$23,000	\$3,833	\$2,080	\$1,753
Credit Card Processing Fees	\$5,500	\$917	\$1,550	(\$633)
Dues & Subscriptions	\$9,000	\$1,500	\$380	\$1,120
Decorations	\$2,000	\$333	\$0	\$333
Special Events	\$130,000	\$21,667	\$28,049	(\$6,383)
Storm Damage	\$0	\$0	\$500	(\$500)
TOTAL FIELD	\$1,610,099	\$268,350	\$255,569	\$12,781
TOTAL EXPENDITURES	\$1,901,836	\$367,804	\$342,477	\$25,328
Excess (deficiency) of revenues over (under) expenditures	\$424,469	\$137,764	\$274,318	\$136,554
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$455,901)	(\$75,983)	\$0	\$75,983
TOTAL OTHER FINANCING SOURCES/(USES)	(\$455,901)	(\$75,983)	\$0	\$75,983
Net change in fund balance	(\$31,431)	\$61,781	\$274,318	\$212,538
FUND BALANCE - Beginning	\$31,431		\$47,438	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$321,756</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 November 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 11/30/22	ACTUAL THRU 11/30/22	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$83	\$603	\$520
Assessments - Levy	\$435,837	\$74,935	\$74,935	\$0
Assessments - Prepayments A-1	\$0	\$0	\$10,188	\$10,188
TOTAL REVENUES	<u>\$436,337</u>	<u>\$75,018</u>	<u>\$85,726</u>	<u>\$10,708</u>
<u>EXPENDITURES:</u>				
<u>Series 2015A-1</u>				
Interest - 11/01	\$72,500	\$72,500	\$72,500	\$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	\$11,375	\$11,375	\$0
Interest - 5/01	\$11,375	\$0	\$0	\$0
Principal - 5/01	\$20,000	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$417,750</u>	<u>\$83,875</u>	<u>\$83,875</u>	<u>\$0</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$18,587</u>	<u>(\$8,857)</u>	<u>\$1,851</u>	<u>\$10,708</u>
Net change in fund balance	<u>\$18,587</u>	<u>(\$8,857)</u>	<u>\$1,851</u>	<u>\$10,708</u>
FUND BALANCE - Beginning	\$153,012		\$399,271	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$401,123</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
--	--	-----------------------

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

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

Revenues

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JULY 2021	AUG 2021	SEP 2021	TOTAL
Maintenance Assessments	\$0	\$460,402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,402
Rental Income	\$9,000	\$3,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,650
Special Events Revenue	\$99,784	\$24,108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,892
Newsletter Ad Revenue	\$10,866	\$5,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,656
Interest Income	\$113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113
Miscellaneous Income	\$2,361	\$721	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,082
Total Revenues	\$122,124	\$494,671	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$616,795

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	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
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	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,541
Computer Time	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Postage	\$133	\$56	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$189
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Newsletter Printing	\$4,480	\$4,532	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,012
Rentals & Leases	\$163	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325
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	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$76,676	\$10,232	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,908

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
2022	2022	2022	2023	2023	2023	2023	2023	2023	2021	2021	2021	

Field:

Field Management Services	\$34,015	\$34,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,029
Gate/Patrol/Pool Officers	\$25,292	\$24,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,242
Pest Control	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
Security/Fire Alarm/Gate Repairs	\$248	\$683	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$931
Telephone/Internet	\$1,162	\$1,164	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,327
Electric	\$17,707	\$18,977	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,684
Water	\$965	\$772	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,738
Gas-Pool	\$1,286	\$2,153	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,439
Gas-Restaurant	\$878	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$878
Refuse	\$217	\$344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$561
Repairs & Maintenance-Clubhouse	\$1,986	\$3,452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,438
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
Repairs & Maintenance-Restaurant	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Golf Cart	\$572	\$173	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$744
Repairs & Maintenance-Pool	\$3,075	\$5,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,770
Landscape Maintenance	\$16,210	\$16,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,420
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	\$3,895	\$3,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,790
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	\$82	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126
Operating Supplies	\$2,027	\$53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080
Credit Card Processing Fees	\$235	\$1,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,550
Dues & Subscriptions	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380
Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$27,314	\$735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,049
Storm Damage	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
TOTAL FIELD	\$138,390	\$117,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$255,569

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)	(\$92,942)	\$367,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$274,318

SECTION D

*From
November 28,
2022 Agenda*

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>		<i><u>\$180,875.76</u></i>
<u>Capital Projects Fund</u>		
11/3/22	346	\$6,245.00
<i>Capital Projects Fund Total</i>		<i><u>\$6,245.00</u></i>

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

PAGE 1

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	
				MILLENNIA 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	

LAKA LAKE ASHTON SHENNING

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 #
		10/01/22 213	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			

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 #
10/18/22	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				

AP300R
*** CHECK NOS. 008344-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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 #
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			

AP300R
*** CHECK NOS. 008344-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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 #
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			

AP300R
*** CHECK NOS. 008344-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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 #
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 COMMERCIAL 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			

AP300R
*** CHECK NOS. 000346-050000

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

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
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	

LAKA LAKE ASHTON SHENNING

*Current
Version for
December 19,
2022 Agenda*

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

December 19, 2022

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
11/29/22	8403-8414	\$35,188.58
12/2/22	8415	\$225.00
12/9/22	8416-8438	\$51,057.23
General Fund Total		<hr/> <u>\$86,470.81</u>
<u>Capital Projects Fund</u>		
12/9/22	347-348	\$6,900.00
Capital Projects Fund Total		<hr/> <u>\$6,900.00</u>

AP300R
*** CHECK NOS. 008403-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/12/22
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 #
11/29/22	00522	11/16/22 31433281	202211 320-57200-43200	PROPANE	*	869.99	
				AMERIGAS			869.99 008403
11/29/22	00057	10/31/22 206904	202210 320-53800-46800	SVCS-10/22	*	3,895.00	
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 008404
11/29/22	00673	11/01/22 56200987	202211 320-57200-54500	SUPPLIES	*	59.46	
		11/07/22 56301059	202211 320-57200-54500	SUPPLIES	*	62.98	
		11/14/22 56301099	202211 320-57200-52000	SUPPLIES	*	52.98	
				ARAMARK			175.42 008405
11/29/22	00055	11/15/22 20735-11	202211 320-57200-43100	SVCS-11/22	*	700.90	
		11/15/22 22109-11	202211 320-57200-43100	SVCS-11/22	*	71.26	
				CITY OF LAKE WALES-UTILITIES DEPT			772.16 008406
11/29/22	00621	11/11/22 939830	202211 320-57200-54501	SVCS-11/22	*	305.00	
		11/11/22 939840	202211 320-57200-54501	SVCS-11/22	*	145.00	
				COUNTRY BOY PEST CONTROL			450.00 008407
11/29/22	00268	9/13/22 52359	202210 320-57200-49400	2023 SEASON TICKETS	*	459.00	
				CROMER PRESS			459.00 008408
11/29/22	00466	11/02/22 47184	202211 310-51300-42500	LA TIMES NEWSLETTER-11/22	*	4,532.00	
				CUSTOMTRADEPRINTING.COM			4,532.00 008409
11/29/22	00036	11/01/22 214	202211 310-51300-34000	MGMT FEES-11/22	*	5,270.67	
		11/01/22 214	202211 310-51300-35100	COMPUTER TIME	*	83.33	
		11/01/22 214	202211 310-51300-31300	DISSEMINATION AGT SVCS	*	125.00	
		11/01/22 214	202211 310-51300-51000	OFFICE SUPPLIES	*	2.50	
		11/01/22 214	202211 310-51300-42000	POSTAGE AND DELIVERY	*	23.94	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008403-050000

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

RUN 12/12/22

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		11/01/22 214-0822	202208 310-51300-42500		*	1,148.87	
		AMERICAN EXPRESS-08/02/22					
				GMS - SO FLORIDA, LLC			6,654.31 008410
11/29/22	00098	11/04/22 1285-102	202210 320-57200-54500		*	376.62	
		SUPPLIES					
		11/04/22 1285-102	202210 320-57200-49400		*	82.50	
		VOLUNTEER APP					
		11/04/22 1285-102	202210 320-57200-52000		*	169.08	
		SUPPLIES					
				HOME DEPOT CREDIT SERVICES			628.20 008411
11/29/22	00498	10/07/22 53621	202209 320-57200-54500		*	380.00	
		SVCS-09/22					
				JURIN ROOFING SERVICES, INC			380.00 008412
11/29/22	00430	11/05/22 50226070	202211 310-51300-42502		*	162.50	
		COPIER LEASE					
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 008413
11/29/22	00445	11/01/22 OS451682	202211 320-57200-46200		*	16,210.00	
		MAINT-11/22					
				YELLOWSTONE LANDSCAPE			16,210.00 008414
12/02/22	00730	10/04/22 121122	202212 320-57200-49400		*	225.00	
		LIVE MUSIC-12/11/2022					
				MICAH MADORE			225.00 008415
12/09/22	00522	11/22/22 31435571	202211 320-57200-43200		*	862.98	
		PROPANE					
		11/30/22 31438729	202211 320-57200-43200		*	419.99	
		PROPANE					
		12/07/22 31442329	202212 320-57200-43200		*	360.43	
		PROPANE					
				AMERIGAS			1,643.40 008416
12/09/22	00673	11/21/22 56301147	202211 320-57200-54500		*	52.98	
		SUPPLIES					
		11/28/22 56301188	202211 320-57200-54500		*	52.98	
		SUPPLIES					
		12/05/22 56301230	202212 320-57200-54500		*	52.98	
		SUPPLIES					
				ARAMARK			158.94 008417
12/09/22	00075	12/07/22 231675	202212 320-57200-54506		*	341.67	
		SVCS-12/22					
				ARTS GOLF CARS, INC.			341.67 008418
				LAKA LAKE ASHTON			
				SHENNING			

AP300R
*** CHECK NOS. 008403-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
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 #
12/09/22	00100	12/05/22 6010	202212 320-57200-54502	HURRICANE REPAIRS	*	255.00	
		12/05/22 6010	202212 320-57200-54503	TNR ACCIDENET REPAIRS	*	250.00	
				BOCK & HOEFT, INC.			505.00 008419
12/09/22	00695	11/21/22 16744750	202212 320-57200-41000	SVCS-12/22	*	777.11	
				CHARTER COMMUNICATIONS			777.11 008420
12/09/22	00466	12/01/22 47302	202212 310-51300-42501	LA TIMES 12/22	*	4,621.00	
				CUSTOMTRADEPRINTING.COM			4,621.00 008421
12/09/22	00003	11/22/22 79540959	202211 310-51300-42000	DELIVERIES THRU 11/14/22	*	31.86	
				FEDEX			31.86 008422
12/09/22	00537	11/23/22 07815	202210 320-57200-54520	SVCS-10/22	*	1,600.00	
				FIRE PREVENTION SYSTEMS INC.			1,600.00 008423
12/09/22	00610	10/31/22 FS90575	202209 320-57200-54510	PM QRTLY-09/22	*	185.00	
				FITNESSMITH			185.00 008424
12/09/22	00727	12/06/22 12312022	202212 320-57200-49400	EVENT-NEW YEARS EVE 2022	*	1,500.00	
				JOSEPH WILLIAM GALLAGHER II			1,500.00 008425
12/09/22	00036	12/01/22 215	202212 310-51300-34000	MGMT FEES-12/22	*	5,270.67	
		12/01/22 215	202212 310-51300-35100	COMPUTER TIME	*	83.33	
		12/01/22 215	202212 310-51300-31300	DISSEMINATION AGT SVCS	*	125.00	
		12/01/22 215	202212 310-51300-42000	POSTAGE AND DELIVERY	*	24.39	
				GMS - SO FLORIDA, LLC			5,503.39 008426
12/09/22	00067	11/26/22 224781	202211 320-57200-34500	SVCS-11/22	*	488.00	
				THE HARTLINE ALARM COMPANY, INC.			488.00 008427
12/09/22	00059	11/04/22 34279	202211 320-57200-45300	SVCS-12/22	*	1,400.00	
				HEARTLAND COMMERCIAL POOL SERVICES			1,400.00 008428
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008403-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/12/22
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 #
12/09/22	00498	11/18/22 53788	202211 320-57200-54500		*	1,195.78	
		SVCS-11/14/22		JURIN ROOFING SERVICES, INC			1,195.78 008429
12/09/22	00512	12/01/22 2321437	202212 320-57200-41000		*	50.07	
		SVCS-12/22		KINGS III OF AMERICA, INC.			50.07 008430
12/09/22	00538	12/01/22 10111	202212 320-57200-54506		*	172.50	
		SVCS-12/22		PERFORMAMCE PLUS CARTS			172.50 008431
12/09/22	00586	12/05/22 012222	202212 320-57200-52000		*	35.00	
		SVCS-12/22		S. FRED POWELL			35.00 008432
12/09/22	00696	11/30/22 11066830	202211 320-57200-34501		*	24,950.00	
		SVCS-11/22		SECURITAS SECURITY SERVICES USA, INC			24,950.00 008433
12/09/22	00449	11/14/22 3599	202211 320-57200-54500		*	1,750.00	
		SVC-11/22		SIGNATURE LIGHTING			1,750.00 008434
12/09/22	00238	11/16/22 393266	202211 320-57200-45300		*	2,895.00	
		SVCS-11/22		SPIES POOL, LLC			2,895.00 008435
12/09/22	00731	12/06/22 357120	202212 320-57200-54520		*	550.00	
		SVCS-12/22		STANLEY STEEMER LAKE LAND			550.00 008436
12/09/22	00234	11/25/22 16455356	202211 320-57200-51000		*	43.99	
		SUPPLIES					
		11/25/22 16455356	202211 320-57200-54500		*	183.44	
		SUPPLIES					
				STAPLES BUSINESS CREDIT			227.43 008437
12/09/22	00445	6/22/22 OS387596	202206 320-57200-46200		*	476.08	
		SVCS-06/22		YELLOWSTONE LANDSCAPE			476.08 008438
TOTAL FOR BANK A						86,470.81	
TOTAL FOR REGISTER						86,470.81	
LAKA LAKE ASHTON				SHENNING			

AP300R
*** CHECK NOS. 000347-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/12/22
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BANK B LAKE ASHTON - CPF

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/09/22	00094	11/21/22 11212022	202211 600-53800-61000	FENCE REPAIRS-11/22	*	3,500.00	
		11/21/22 11212022	202211 600-13100-10000	FENCE REPAIRS-11/22	*	500.00	
		11/21/22 11212022	202211 320-57200-54502	FENCE REPAIRS-11/22	*	500.00	
		11/21/22 11212022	202211 300-20700-10200	FENCE REPAIRS-11/22	*	500.00-	
				R & S FENCE LLC			4,000.00 000347
12/09/22	00096	12/01/22 9770	202212 600-53800-60099	STORMWATER REPAIRS	*	2,900.00	
				S&S CONTRACTING OF POLK COUNTY INC			2,900.00 000348
				TOTAL FOR BANK B		6,900.00	
				TOTAL FOR REGISTER		6,900.00	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2023

Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	\$2,210,006.00 .36300.10100 General Fund	\$456,971.44 2015-1, 2015-2 Debt Svc Fund	\$2,666,977.44 Total
11/14/22	10/21/22-10/21/22	\$ 24,608.18	\$ 5,124.30	\$ 1,279.47	\$ 265.75	\$ 563.75	\$ 27,623.51	\$ 22,862.14	\$ 4,761.38	\$ 27,623.51
11/16/22	10/22/22-10/31/22	\$ 23,302.10	\$ -	\$ -	\$ -	\$ 466.04	\$ 22,836.06	\$ 22,836.06	\$ -	\$ 22,836.06
11/21/22	11/01/22-11/06/22	\$ 188,933.53	\$ 31,082.77	\$ 7,551.31	\$ 1,243.29	\$ 4,224.43	\$ 206,997.27	\$ 177,754.58	\$ 29,242.69	\$ 206,997.27
11/25/22	11/07/22-11/13/22	\$ 251,859.00	\$ 43,506.01	\$ 10,074.39	\$ 1,740.22	\$ 5,671.01	\$ 277,879.39	\$ 236,948.92	\$ 40,930.47	\$ 277,879.39
								\$		\$ -
		\$ 488,702.81	\$ 79,713.08	\$ 18,905.17	\$ 3,249.26	\$ 10,925.23	\$ 535,336.23	\$ 460,401.69	\$ 74,934.54	\$ 535,336.23
BALANCE REMAINING		\$1,721,303.19	\$377,258.36							

Gross Percent Collected	21.31%
Balance Due	\$2,098,561.55