

*Lake Ashton
Community Development District*

Meeting Agenda

February 27, 2023

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

February 20, 2023

**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, February 27, 2023 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, February 24, 2023.**

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 January 23, 2023 Board of Supervisors Meeting
5. Restaurant
 - A. Update on the Status of Restaurant Lease Agreement
 - B. Discussion Regarding Replacement of Patio Awning
6. Old Business
 - A. Review of Discussions with the Developer (requested by Supervisor Howison)

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

7. New Business
 - A. Consideration of Resolution 2023-04 Authorizing Spending Authority to CDD Manager, Community Director, and Chairman
 - B. Consideration of First Amendment to the District Management Services Agreement
 - C. Consideration of Updated On-Site Staffing Agreement with GMS
 - D. Review of Volunteer Safety Manual
 - E. Consideration to Renew the Copier Lease
 - F. Discussion Regarding Security (requested by Supervisor Costello) **NOT CLOSED SESSION**
 - G. Discussion Regarding Reserve Study/Strategic Planning (requested by Supervisor Van Sickle)
 - H. Discussion Regarding Thompson Nursery Road Expansion (requested by Supervisor Landgrebe)
8. Monthly Reports
 - A. Attorney
 - B. Engineer
 - I. Consideration of Proposal from Cloud 9 Services, LLC to Clean and Jet Storm Line to Locate Outfall
 - C. Lake Ashton Community Director
 - I. Discussion Regarding Adding a Ramp to the Clubhouse Pet Play Park
 - D. Operations Manager
 - I. Landscaping Reports and Additional Items
 - II. Consideration of Quotes to Install a Handicap Door Opener
 - E. District Manager's Report
9. Financial Report
 - A. Combined Balance Sheet
 - B. Capital Projects Reserve Fund
 - C. Statement of Revenues, Expenditures, and Changes in Fund Balance
 - D. Approval of Check Run Summary
10. Public Comments
11. Supervisor Requests/Supervisor Open Discussion
12. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **January 23, 2023** 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
Jan Carpenter	District Counsel
Christine Wells	Community Director
Alan Rayl	District Engineer
Matt Fisher	Operations Manager

The following is a summary of the discussions and actions taken at the January 23, 2023 Lake Ashton Community Development District meeting.

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

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

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Howison asked that three things be added to the agenda. He added a discussion about constant contact email, a discussion about the marina, and a discussion regarding Board direction organization and assignments. Mr. Howison requested they go under Old Business, prior to monthly reports. Mr. Howison also stated that anyone was welcome to fill out a speaking form if the public had comments over the new items added to the agenda.

Ms. VanSickle requested that the item 6C, Landscaping Concerns, to underneath the Operation Manager's Report.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, 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 had one resident request to make a public comment.

Resident (Sharon Carl, 3006 Ashton Palms Drive) went over the process that the Board took to choose a new restaurant for the community. She had several issues with how the Board went about the new restaurant. She stated that the Board did not fulfill their fiduciary responsibility to their community in regards to the best restaurant choice. Ms. Carl highlighted that the process was rushed without allowing all of the concerns from residents and the focus group to be addressed. She stated that she is presenting these concerns with the Board because a lot of residents are frustrated with the process. There was a copy of Ms. Carl's full statement given to the Board.

Resident (Patty Wallner) expressed concern in her email to the Board that the restaurant choice was not what the community voted to support. She stated that she did not understand why the Board chose Charm City over the Heaton's Restaurant when 78% of the community voted for the Heaton's. Ms. Wallner thanked the Board for their service to the community, but stated that she had lost respect for the Board's perspective on the issue. Ms. VanSickle commented back to Ms. Wallner's concerns and stated that she did a lot of research before she voted for Charm City and that she is comfortable with the choice that the Board made. She asked that the community support the restaurant chosen.

Mr. Realmuto responded to the public comments as well. He stated that he was who made the survey results public and was in favor of gathering that information. Mr. Realmuto also stated that he supports the decision of the Board even though he did not

vote the way that the other Board members did. He asked that the community keep an open mind about the new restaurant.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes from the
December 19, 2022 Board of
Supervisors Meeting**

Mr. Howison presented the minutes from the December 19, 2022 meeting to the Board and asked if there were any changes. Hearing none,

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the Minutes of the December 19, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Restaurant

A. Presentation and Discussion of Revised Draft Restaurant Lease Agreement with Complete Inventories Listing

Mr. Howison stated that there was a meeting the previous week regarding the restaurant lease agreement, and asked that the attorney, Ms. Carpenter, review that for the Board.

Ms. Carpenter stated that they had a good discussion with the tenant and his attorney and that they had a few minor comments regarding the lease. Ms. Carpenter also stated that there were some material comments that she sent in an email to Christine Wells and the Chairman and said the Board should now have a copy of that.

Ms. Carpenter overviewed the issues from the tenant. One issue was the lease term, as the tenant wanted a long-term lease of 4-5 years with an option to renew, instead of the one offered of 3 years. The tenant stated that they would not be able to recoup their investment within 3 years. She told the Board that it is their decision if they want to extend the lease to 4-5 years. Ms. VanSickle was in support of a longer lease, which Mr. Realmuto was concerned with the restaurant meeting the needs of the Lake Ashton residents long-term without the ability of canceling with notice. Mr. Costello voiced support of Mr. Realmuto's concerns as well.

Ms. Carpenter suggested they go through all of the terms before making a decision. She reiterated that this lease was a true lease, and if terms were not met that were agreed upon, the Board could terminate the lease.

Ms. Carpenter also highlighted the next issue brought up regarding the Board needing a 90-day notice if the tenant wants to terminate the lease. She stated that the Board and tenant can mutually agree to terminate. Another issue brought up by the tenant was the deposit amount of \$8,000 that was requested in the lease. The tenant said he was expecting the deposit to be \$4,000-\$5,000 and was looking for it to be reduced.

Ms. Carpenter explained the problem the tenant raised about the rent and annual rent increase. She explained that the lease had an off-season and in-season rent amount. The tenant proposed a 2-3% increase or CPI number. Ms. Carpenter and Mr. Realmuto also stated that the tenant had asked for “free rent” for 3-6 months while they startup and gain capital. The “free rent” would be \$100 a month.

Mr. Howison brought up that the tenant also asked that none of the food trucks brought in directly compete with the menu items of his restaurant.

The Board discussed all of the issues and came up with a solution to the issues the tenant had. A motion was made for the lease to have a 3-year term with the option to renew, along with a deposit of \$5,000, and rent at \$1,500 off-season and \$2,000 in-season. The proposed annual rent escalator was to be the lesser of 3% or CPI. The rent for the first 6 months would be free at \$100 per month, and the escalator would start as of October 1, 2024. This also included the ability to terminate with mutual agreement and 90-days’ notice.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with Mr. Realmuto, Ms. VanSickle, Mr. Howison and Ms. Landgrebe in favor, and Mr. Costello opposed, the Restaurant Lease Terms with \$100 rent for six months, 3-year lease with the ability to modify to extend, termination with 90 days’ notice upon agreement from both parties, \$5,000 deposit, and 3% increase or CPI, whichever is less, beginning October 2024, was approved 4-1.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the Restaurant Lease in Substantial Form and Authorizing the Chairman to Sign, was approved.

SIXTH ORDER OF BUSINESS

Old Business

A. Discussion Regarding the Joint Amenity Facilities Policies

I. Discussion Regarding Smoking Policy at Amenity

Ms. Landgrebe had a concern that the smoking area was directly outside of the clubhouse, and she wanted it moved away from the building. The Board directed staff to look into other designated smoking options and bring it back to the Board.

B. Discussion Regarding Insurance Coverage for Volunteers

Ms. Burns went over the volunteer coverage information and the Board discussed the volunteers needing to be covered by insurance. Ms. Burns stated that the insurance policy would cover the volunteers and they all would be covered under it.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Insurance Coverage for Volunteers, was approved.

C. Discussion Regarding Landscaping Concerns *(requested by Supervisor VanSickle)*

This item was moved to the Operations Report during approval of the meeting agenda.

D. Discussion Regarding Constant Contact Email

Mr. Howison brought to the Board the updated Constant Contact email pricing. The Board discussed alternatives, and who currently used this, and the intent was to split the cost of this 50/50 with the Lake Ashton II CDD. The Board decided to give Christine the authority to make a final decision on the plan that is to be chosen. Mr. Howison also said that if she cannot decide then she can bring it to their next meeting.

E. Discussion Regarding the Marina

Mr. Howison brought to the Board the discussion regarding the marina that was initially brought up by Lake Ashton CDD II. He stated that the marina is damaged and owned by the developer. Mr. Howison has scheduled a meeting with the developer to gather facts about the property. He stated that he had no intention of making a decision and that he would come back to the next meeting with information so that the Board could make an informed decision.

F. Discussion Regarding the Roles of Board Members

Mr. Howison brought this discussion to the Board and highlighted what the current roles of each Board member were. He also stated that he wanted to review the processes involving addressing staff performance issues and assignments. Mr. Howison delegated Mr. Costello to security, Mr. Realmuto to the budget, Ms. Landgrebe to be the HOA liaison, and Ms. VanSickle a one-time activity of looking at the feasibility of developing a strategy for the CDD to guide them through the next two years.

Mr. Howison also brought to the Board the suggestion of having the future minutes typed as a summary instead of verbatim. The Board discussed amongst themselves and with Ms. Burns and Ms. Carpenter, and the Board agreed to do a trial run of summary minutes for 3 months.

Ms. Carpenter and Ms. Burns agreed with Mr. Howison regarding the staff suggestions, and stated that it is the job of the Board to set policy and not to do day-to-day operations. She also agreed on the non-verbatim minutes.

Mr. Realmuto brought up to the Board that summary minutes may not give a full picture of the meeting, and stated that it was a fear of his that there would not be an account of what happened during the meeting. Ms. Burns confirmed that there will always be a recording of the meeting that anyone can access upon request. Mr. Realmuto also brought up concerns about staff roles. Mr. Realmuto stated that he would be happy to help provide a more up-to-date financial picture to the Board.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the Summary Minutes 3 Month Trial Run, was approved.
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SEVENTH ORDER OF BUSINESS

Monthly Reports

A. Attorney

Mr. Howison asked Ms. Carpenter to present the Attorney's Report, and Ms. Carpenter did not have anything further to report other than the lease that was discussed earlier in the meeting.

B. Engineer

Mr. Rayl presented the Engineer's Report to the Board. Mr. Rayl stated that he would coordinate with the new restaurant user coming in and figure out how to contain the oil to the dumpster area.

Mr. Rayl addressed a drainage issue behind a home on Dunmore and stated that it could be related to the intersection drainage issue that was done a few years ago. Mr Rayl said he would look into the issue and bring it back to the Board.

C. Lake Ashton Community Director

Ms. Wells presented the Community Director's Report and offered to answer any questions. The report was also available in the agenda packet. Ms. Wells reviewed the cost saving analysis for the Board along with stating that they were still working on City of Lake Wales adjustments and TECO adjustments.

Ms. Wells reviewed two quotes that were included in the agenda packet for AEDs for the Board. The Board decided to go with the quote for the two AEDs from AED One-Stop Shop.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Quote from AED One-Stop Shop, was approved.
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Ms. Wells also reviewed quotes for the walk-in cooler and floor repairs. The Board discussed and decided to approve the repairs of the cooler and floor from the C and D Mobile Welding and Fabrication quote for \$4,600.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Quote from C and D Mobile Welding and Fabrication, was approved.

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

Ms. Wells also reviewed quotes for other restaurant maintenance items. There were several items that Ms. Wells did not suggest the Board move forward on, but highlighted the items she thought would need repairing. The total amount of the items Ms. Wells suggested be repaired was \$6,705.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Not-To-Exceed Amount of \$6,705 for Restaurant Repair Items, was approved.

D. Operations Manager Report

Mr. Fisher presented the Operation Manager's report to the Board. He reviewed the report and offered to answer any questions from the Board.

Mr. Realmuto asked about the timer, and Mr. Fisher stated that he approved it since there was money in the budget.

The Board also asked that Mr. Fisher discuss the dog park concerns with Yellowstone and come back to the next meeting with updates.

6C. Discussion Regarding Landscaping Concerns *(requested by Supervisor VanSickle)*

This item was moved from Old Business during the approval of the meeting agenda.

Ms. VanSickle discussed landscaping concerns and stated for the record the specific concerns she had. She mentioned the West median being unsightly and dangerous with exposed roots and uneven pavers. Ms. VanSickle stated that they had scheduled mulch but that there was apparently a problem getting it, as well as the weeds and roots not being pulled which could cause harm to residents. Ms. VanSickle stated that the landscapers were not doing work in a timely fashion and were producing a

questionable quality of work. Ms. VanSickle also had issue with the fact that there was trash that instead of being picked up, it appeared it was being mowed over. Ms. VanSickle stated that the company is not being as responsive as they should, and wanted to know what is contract compliant.

A landscaper from Yellowstone spoke to the Board and addressed some of the Board's concerns.

The Board agreed with Ms. VanSickle's concerns and discussed that they will need to see positive results occur before the next Board meeting in February to avoid a letter being sent to Yellowstone expressing the Board's frustration and dissatisfaction with the quality of work being performed.

E. District Manager's Report

Ms. Burns presented her report to the Board. She discussed a problem going on regarding loitering and public meeting access. She stated that security and staff have been advised about this as well. Ms. Carpenter also stated that from an attorney's view she is comfortable with the direction that GMS has given staff regarding the situation.

EIGHTH ORDER OF BUSINESS

Financial Report

A. Combined Balance Sheet

B. Capital Projects Reserve Fund

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

D. Approval of Check Run Summary

Ms. Burns presented the financials and offered to answer any questions that the Board had.

Mr. Realmuto had a question about the labor amounts for on-site staff. He stated that there were 3 on the check summary, and wanted to make sure they were not duplicated charges. He requested this be tabled until accounting can confirm. The check run summary was tabled until the next meeting.

NINTH ORDER OF BUSINESS

Public Comments

Mr. Howison opened it up to public comments.

Tom Scali (Resident, 3084 Dunmore Drive), had comments for the attorney regarding if people will be allowed to bring their own alcohol into the restaurant. Ms.

Carpenter explained to the resident that once a liquor license is obtained by the restaurant, you are not able to bring your own drinks in because the liquor license covers the whole facility and they are the only ones legally allowed to bring and serve alcohol. Mr. Scali also asked why the sales office does not fall under their covenants. Ms. Burns followed up with the resident stating that question would be for the HOA.

Mr. Scali also raised the concern that the residents are very upset that no maintenance is being done on the marina damage. He also stated that if the minutes are to be summary moving forward, to please include resident comments because many residents feel like their comments are ignored and they would like the visibility of them in the minutes.

Jack VanSickle (Resident, Lot 573), brought more explains of the landscaping work Yellowstone was doing. He stated that there were issues with stone not being received for the base of the bottle brushes next to the tennis courts. He said that they put mulch around one, but only around 80% of the tree, and the other was not done at all. Mr. VanSickle wanted to ask how long it would take for this to get finished if a letter was not sent to Yellowstone to get their attention.

TENTH ORDER OF BUSINESS

Supervisor Requests / Supervisor Open Discussion

Ms. VanSickle stated that she had received a phone call from a resident who asked why the Board was trying to run off Bingo. She wanted to state for the Board that they as a community need to acknowledge and appreciate the work and effort done by Lake Ashton volunteers. She highlighted that the Bingo volunteers work for 4-6 hours each Monday night and provide half of the rental income the District expects to take in. She stated that the Bingo group feels harassed due to the comments and rent increase. Ms. VanSickle listed several things that the bingo group has donated money to in the past, and stated that Bingo went from a generous benefactor to just a rental tenant.

Mr. Realmuto followed up to Ms. VanSickle's comment and stated that the Bingo group are a very appreciated group at Lake Ashton and that is why they receive a substantial rental discount. He stated that they pay well under half of what outsiders pay to rent the ballroom. Mr. Realmuto stated that he did not feel that it was a fair characterization of making an infrequent adjustment to the heavily discounted room rental

rate. Ms. Landgrebe and Mr. Realmuto also brought up that under the joint amenity policy, the Bingo group is not a resident. Mr. Realmuto also wanted to assure the Bingo group that there is no intent to run them off and that they are happy to have them there and appreciate the income they bring to the District.

Mr. Realmuto had comments regarding the issues Mr. Howison brought to the Board earlier in Old Business. He stated that he would have appreciated a heads up regarding the standard agenda items that say "Discussion of" and to be able to know what they would be discussing.

Mr. Realmuto also wanted to state for the Board why he feels it is important that he has access to the District's financial records. He stated that without him being able to look at detailed invoices coming in, he would not have been able to discover potential areas for savings for the District. Mr. Realmuto stated that the cost saving analysis in the Amenity Manager's report was not something the staff got on their own. He gave the staff credit for some of the issues, but raised that without his ability to see detailed invoices these things would not have been seen. Mr. Realmuto highlighted things like the leak adjustment, TECO bills, replacing the water meter, waste disposal, and sales taxes.

Mr. Howison followed up that he did not say Mr. Realmuto should not have access to this information, and that he stated he would like to have an easier way for the entire Board to have access to that information.

Ms. Landgrebe asked who is responsible for identifying these cost saving issues, and stated she thought it was a GMS responsibility. Mr. Howison agreed and stated that is why he wanted to bring this up, so that these things cannot be missed in the future.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION B

Parker's Custom Canvas & Awnings

Quality makes the difference

232 American Spirit Rd.

Winter Haven, FL 33880

PHONE - (863) 297-9180

www.facebook.com/parkerscustomcanvas

www.parkerscustomcanvas.com

PROPOSAL SUBMITTED TO	JOB LOCATION
NAME: Christine Wells	JOB: Lake Ashton
STREET:	STREET: Clubhouse pool & patio
CITY:	CITY:
STATE:	ZIP
PHONE: 324-5457 C 256-9184	DATE: 17-Oct-22

We hereby submit specifications and estimates for:

New cover for the existing structure from 18oz vinyl \$22,200.00

Labor \$15,000.00

With adding bottom bracing for extra support.

Would only reduce in vinyl not Canvas.

We can divide it into 2 sections. it will help with tightening the vinyl and if you ever get damages from storm you might just have to replace one cover. Just an option.

Total \$37,200.00

CREDIT CARD PROCESSING FEE 3.5%

PRICING DOES NOT INCLUDE ENGINEERING & PERMITTING IF REQUIRED

We hereby propose to furnish material and labor complete in accordance with above specifications to the sum of:

Payment to be made as follows:

1/2 DOWN AND BALANCE DUE UPON COMPLETION OF INSTALLATION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature:

Noah Ogburn

Note: This proposal may be withdrawn by us

If not accepted within _____ days 30 Days

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

Signature: _____

Date of Acceptance: _____

E-mail Address _____

SECTION VII

SECTION A

RESOLUTION 2023-04

A RESOLUTION OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, Section 190.011(5) of the *Florida Statutes* authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District and necessary for the conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities to establish a policy governing the disbursement of funds without prior approval of the Board, as set forth below.

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

Section 1. Repeal of Previous Authority. Any previously adopted policy by the Board, by Resolution or otherwise, governing the disbursement of funds without prior approval of the Board is hereby repealed and replaced by this Resolution.

Section 2. Payment of Expenses.

A. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

B. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000 with approval of the District Manager or Community Director; and
2. Non-Continuing Expenses Not Exceeding \$15,000 with approval of the District Manager and Chairman of the Board of Supervisors.

C. Emergency Expenses. For emergency expenses exceeding the authorization in section 2.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rules of Procedure, as amended or updated from time to time, and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager and (ii) the Chairperson of the Board of Supervisors, or in his or her absence, the Vice Chairperson, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 3. Ratification of Approved Expenses. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

Section 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of February, 2023.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

SECTION B

**FIRST AMENDMENT TO THE AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES
TO THE
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT
AND
CONSENT TO ASSUMPTION OF AGREEMENT BY
GOVERNMENTAL MANAGEMENT SERVICES – SOUTH FLORIDA, LLC.**

Draft

This Amendment and Consent to Assumption (the “**Amendment**”) of the *Agreement for District Management Services between Lake Ashton Community Development District and Governmental Management Services – South Florida, LLC*, dated February 27, 2006, as amended from time to time (the “**Agreement**”) is made effective as of the on March 1, 2023, by and between:

Lake Ashton Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located entirely within the City of Lake Wales in Polk County, Florida, and having a mailing address of 5385 North Nob Hill Road, Sunrise, FL 33351 (the “**District**”); and

Governmental Management Services – South Florida LLC, a Florida limited liability company, with offices located at 5385 North Nob Hill Road, Sunrise, FL 33351 (“**GMS South Florida**”); and

Governmental Management Services – Central Florida LLC, a Florida limited liability company, with offices located at 219 East Livingston Street, Orlando, FL 32801 (“**GMS Central Florida**”).

RECITALS

WHEREAS, the District and GMS South Florida previously entered into the Agreement for the provision of district management services; and

WHEREAS, GMS South Florida has assigned its rights and obligations under the Agreement to GMS Central Florida, GMS Central Florida has agreed to assume all such rights and obligations, and the District consents to such assignment and assumption; and

WHEREAS, the District is agreeable to the proposed assignment change and the updated compensation terms as set forth in the attached **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the District is agreeable to the proposed change and the updated general management, administrative, and accounting (“**Services**”) terms as set forth in the attached **Exhibit B**, attached hereto and incorporated herein by this reference; and

WHEREAS, the parties now desire to amend the Agreement to provide accordingly.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District GMS South Florida, and GMS Central Florida hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment.

2. **ASSIGNMENT AND ASSUMPTION OF AGREEMENT.** GMS South Florida assigns its rights and obligations under the Agreement to GMS Central Florida, and GMS Central Florida agrees to assume such rights and obligations. All references in the Agreement and this Amendment to “**Manager**” shall henceforth be deemed to refer to GMS Central Florida. The District hereby consents to such assignment and assumption.

3. **AMENDED ADDRESSES FOR NOTICES.** All notices required under the Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be sent to:

Lake Ashton Community Development District
C/O Latham, Luna, Eden & Beaudine
201 S. Orange Avenue, Suite 1400
Orlando, FL 32801
Attn: Jan Carpenter

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

With a copy to: Governmental Management Services – Central Florida, LLC
1001 Bradford Way
Kingston, Tennessee 37763
Attn: Darrin Mossing

4. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.

5. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

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

By: _____

Name: _____

Title: _____

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC**

By: _____

Name: _____

Title: _____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE *

Manager Administrative Services	Fees
Management, Administrative, and Accounting Services <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (plus reimbursables) Our Agreement contemplates 12 meetings, 1 workshop, and 4 joint meetings with the Lake Ashton II CDD. 	\$63,248
Annual Assessment Administration <ul style="list-style-type: none"> (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) 	Included
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable) 	\$1,000
Dissemination Agent Services <ul style="list-style-type: none"> Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds) 	\$1,500
Other Services ** <ul style="list-style-type: none"> Bond Issuance Cost (per bond issue) Assessment Methodology Preparation SERC Preparation & Assistance w/ Petition Pre-paid Assessment Collection Fee (per lot/unit) Annual Construction Accounting Fee (while active) Field Services/Contract Administration/Amenity Staffing 	\$15,000 \$15,000 \$ 2,500 \$ 250 \$ 2,500 TBD
Extended or Extra Board Meetings: <ul style="list-style-type: none"> Any extra meeting(s) or meeting duration exceeding a 4-hour duration may be charged a meeting overage fee. 	\$250/hr.
Standard Personnel Hourly Rates: <ul style="list-style-type: none"> District Manager Recording Secretary/ Administration Accounting Assessment Roll Administration Other (Negotiated Prior To Fulfilling The Request) 	\$175/hr. \$75/hr. \$125/hr. \$135/hr. TBD

* Fees reflect the Adopted Budget for Manager services For Fiscal Year 2022 with dates effective October 1st, 2022, through September 30th, 2023.

** Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

EXHIBIT B

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- Meeting services include conducting one (1) three (3) hour board meeting per month, one (1) three (3) hour workshop per year, and four (4) three (3) hour joint meetings per year.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions, and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- The Manager will provide dissemination agent services related to required reporting, as referenced in Exhibit A.

Maintenance Contract Administration

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the budget approved by the Board.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors, or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.
6. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Contract or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

7. Nothing herein shall be construed as a waiver of the District's sovereign immunity or any waiver of the limitations of liability as provided in Section 768.28 Florida Statutes, or other applicable law. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
8. Any amendment or change to this Contract shall be in writing and executed by all parties.
9. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor

providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

10. Manager shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the Manager to comply with Section 119.0701, Florida Statutes, may subject the Manager to penalties pursuant to Section 119.10, Florida Statutes. In the event Manager fails to comply with this section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

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

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA, LLC
219 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: JBURNS@GMSFCFL.COM

SECTION C

**AGREEMENT BETWEEN THE
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT FOR
AMENITY MANAGEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of March 2023, by and between:

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter the “**District**”); and

COMMUNITY ASSOCIATION AND LIFESTYLE MANAGEMENT, LLC, a Florida limited liability company, with a mailing address of 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida 32822 (hereinafter “**Consultant**” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), and by ordinance adopted by the Board of County Commissioners of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure;

WHEREAS, the District wishes to retain an independent contractor to provide professional amenity management services, all as more particularly described herein and in **Exhibit “A,”** which is incorporated herein by reference;

WHEREAS, Consultant represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with the Consultant for the same; and

WHEREAS, the District and Consultant warrant and agree that they have the right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PURPOSE; SCOPE OF SERVICES: The purpose of this Agreement is for the Consultant to provide professional amenity management services to the District pursuant to the Act. A brief description of these services is provided below, and a detailed description is provided in **Exhibit “A”** to this Agreement(the “**Standard Services**”). The Consultant shall not commence providing the Standard Services until the effective date.

A. On-Going Amenity Management. As more detailed in **Exhibit “A,”** the Consultant shall provide the following Standard Services to the District pursuant to the terms of this Agreement:

1. Amenity Center Management. Annual Amenity Center management services to meet the current District amenity management staffing level requirements.

B. Time Frame. The Standard Services shall be provided on a monthly basis as detailed in this Agreement.

SECTION 3. ADDITIONAL SERVICES. In addition to the Standard Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in **Exhibit “A,”** or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services (“**Additional Services**”). Additional Services must be authorized by the District prior to being provided by Consultant. If any Additional Services are required or requested, the Consultant will provide a detailed description of these Additional Services and fees for such Additional Services to the District for approval prior to beginning any Additional Services. All Additional Services will remain subject to the terms and conditions of this Agreement.

SECTION 4. LITIGATION SUPPORT SERVICES. Upon the District’s request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Agreement. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

SECTION 5. TERM. The initial term of this Agreement commences on March 1, 2023, and continue until September 30, 2023 (“**Initial Term**”), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms (“**Renewal Terms**”), unless terminated pursuant to its terms. The Consultant acknowledges that the Consultant may change the prices only with the District’s written consent, as evidenced by a vote of the District’s Board of Supervisors, or as evidenced by the adopted budget.

SECTION 6. FEES AND EXPENSES; PAYMENT TERMS.

A. Fees and Expenses.

1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit "B"** to this Agreement, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit "B."** For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement.
2. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit "B."** The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, *Florida Statutes*. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
3. Fees for the Standard Services described in this Agreement may be negotiated annually by the Parties.
4. In the event the District authorizes a requested change in the scope of services, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit "B."** Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. Payment Terms.

1. **Standard Services.** Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit “B”**.
2. **Additional Services.** Additional Services will either be billed monthly at the Consultant’s proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
3. **Out-of-Pocket Expenses.** Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

SECTION 7. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the District fails to pay Consultant’s invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

SECTION 8. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

SECTION 9. RESPONSIBILITIES.

A. **District Responsibilities.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. **Limitations of Responsibilities.** To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

SECTION 10. TERMINATION. This Agreement may be terminated as follows:

A. By the District for “good cause” immediately, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by written (electronic) notice to Consultant.

B. By the Consultant for “good cause” immediately, which shall include, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or

implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written (electronic) notice to District.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the District may have against the Consultant. Consultant will make all reasonable efforts to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 11. GENERAL TERMS AND CONDITIONS.

A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant’s activities and work pursuant to the Agreement within twenty-four hours (24) hours.

B. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

SECTION 12. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF POLK, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

SECTION 13. INDEMNIFICATION.

A. District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

B. Consultant Indemnification. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant and/or its officers, supervisors, staff, employees and agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

C. Sovereign Immunity; Indemnification Obligations. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments as ordered.

SECTION 14. INSURANCE.

A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
4. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
5. Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of \$2,000,000.00 respectively, protecting Consultant and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of the Consultant's services under this Agreement, from or out of any act or omission of Consultant, its officers, directors, agents, and employees.

C. Except with respect to Professional Liability and Workers' Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 15. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is the Consultant President or designee ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost

provided in Chapter 119, *Florida Statutes*, and the District's Rules of Procedure; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the District's Records Request Policy; and 5) upon completion of the Agreement, transfer to the District or its designee, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Office products, Adobe PDF formats, or the other information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524 OR BY EMAIL AT DMOSSING@GMSTNN.COM, OR BY REGULAR MAIL AT 6200 LEE VISTA BOULEVARD, ORLANDO, FL 32822.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Lake Ashton Community Development District
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, FL 32801
Attn: Jan Carpenter, District Counsel

If to the Consultant: Community Association and Lifestyle Management, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, Florida 32822
Attn: President, Darrin Mossing

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed

received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. AGREEMENT; CONFLICTS. This instrument, together with accompanying Exhibits “A” and “B,” shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and Exhibits “A” and “B”, this instrument shall control.

SECTION 21. ENFORCEMENT OF AGREEMENT; PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either the District or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the District or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

SECTION 23. COMPLIANCE WITH GOVERNMENTAL REGULATION.

The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 24. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 25. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Consultant certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Consultant is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in

business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 29. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*. If the Consultant anticipates entering into agreements with a subcontractor for the Services, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the day and year first written above.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**COMMUNITY ASSOCIATION AND
LIFESTYLE MANAGEMENT, LLC**, a
Florida limited liability company

(Print Name)

By: _____
Its: _____

Exhibit “A”: Scope of Services
Exhibit “B”: Schedule of Fees

Exhibit “A”: Scope of Services

STANDARD ON-GOING SERVICES (“STANDARD SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Amenity Center management.

1. AMENITY MANAGEMENT STAFFING:

Onsite staffing levels consisting of seven (7) employees of Consultant to meet the current staffing level requirements to include:

1. Community Director
2. Operations Manager
3. Facility Maintenance Supervisor
4. Facility Maintenance Coordinator
5. Communications Specialist (Part-time)
6. Office Manager
7. Activities Assistant

2. AMENITY MANAGEMENT GENERAL CONSULTANT REQUIREMENTS AND PROCEDURES:

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

1.1 Operation Procedures

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

1.1.1 Consultant's duties

The following duties are required of the Consultant:

- Tactfully communicate with residents regarding issues handled by the Consultant
- Investigate and resolve complaints from residents
- Understand and ensure compliance with federal, state and local legislation relevant to the District and planned communities

- Assume responsibility for operations and maintenance of all amenities including, but not limited to community pool, fitness center, bowling alley, cinema, and clubhouse
- Assume responsibility for operations and maintenance of all common areas
- Assume responsibility for management of the gate and property attendants, landscape maintenance and aquatic management contracts
- All aspects of the product ordering process
- Attend and speak at periodic orientation meetings, if directed
- Attend weekly staff meetings to discuss upcoming events and pertinent issues
- Maintain contact with the District on an as needed basis
- Coordinate all scheduled services with the District
- Implement and maintain a safety program for the staff and residents
- Gather feedback from residents and guests and create improvement plans based on feedback
- Ensure accurate records are maintained for insurance purposes
- Oversee front office personnel and clubhouse maintenance personnel
- Oversee ballroom rental process, working with clients, drafting contracts, collecting fees, and gathering feedback from events
- Work closely with resident organizations for the planning and executing of social events

- Propose and facilitate sponsorship and marketing opportunities for vendors
- Layout, design and maintain tickets, seating charts and other activities materials
- Maintain promotional flyers and registrations at activities desk
- Consult with staff and others in government and private organizations to discuss issues, coordinate activities and resolve problems
- Promote Lake Ashton by writing and distributing media releases
- Coach resident members to assume leadership roles; oversee volunteer management
- Review, approve and present reports, studies and research relating to operational effectiveness
- Administer, interpret and explain policies, rules, regulations and laws
- Assist in the development of operating and capital expense budget as directed
- Maintain excellent level of resident service and satisfaction
- Accept payments and make deposits on behalf of District
- Schedule property attendants to be on site during rental periods as needed
- Schedule and promote feature films and special movie presentations

The foregoing are collectively referred to as the “**Project.**” District reserves the right to adjust these requirements as needed.

1.2 Personnel Dress Code

The Consultant shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics,

degrading or demeaning connotations, or in the opinion of the District is unsightly for any reason, shall be strictly prohibited. Consultant personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.3 Personnel Conduct

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

1.4 Safety Program

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

1.5 Hurricane Preparedness Plan

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

Plan shall include all necessary details and procedures to be taken by Consultant for the protection of District property, structures, and equipment in the event of a hurricane warning being issued for the Lake Wales area. The Board shall review this plan at its next regularly scheduled meeting, amend and/or accept it, and return it to the Consultant for potential implementation.

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

1.6 Facility Location

The District shall only provide office space on the Project/District site for the Consultant as part of this Scope of Services.

2 COORDINATION

The Consultant shall provide coordination with the District for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Consultant shall meet with the District as part of the scheduled District Board of Supervisors Meetings. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement; moreover, prepare status reports for the Board.

2.2 Consultant's Community Director

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

2.3 Consultant's Operations Manager

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

3 SCHEDULED OPERATIONS

3.1 Activities

Consultant shall provide social, wellness, and entertainment activities on a weekly and monthly basis. The Consultant will be responsible for the research, production, scheduling, organization, promotion, and monitoring of a broad range of activities for the residents of the Lake Ashton community. At the end of each activity, the Consultant should gather feedback from prospective and current residents. Evaluate effectiveness of each activity, compile, and implement improvement plans for future activities. The Consultant shall develop and design promotional flyers, seating charts and other materials for specific activities. The activities office staff will provide information, registration of activities and attend to the needs of residents. The activities office staff should answer telephone calls, process incoming and outgoing mail and electronic mail for the community. A schedule of activities must be kept current for Lake Ashton and posted in proper locations within the community. There will be a monthly calendar for the residents printed and included within the monthly newsletter and available copies maintained at the activities desk.

Activity rooms will be scheduled, designed and setup prior to each activity. Files of activities will be kept and maintained at the activities desk. A representative from the activities office should attend the weekly community meeting to present upcoming activities, share ideas for new activities and gather suggestions from residents for future activities. Knowledge of the audio/video equipment in the clubhouse; furthermore, training volunteers and staff of the equipment is required.

3.2 Events

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

3.3 Website

The Consultant will contribute content to the District website.

3.4 Newsletter

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

3.5 Community Meetings

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

3.6 Contract Management

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

3.7 Maintenance

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

4 RESPONSE TIME

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

4.1 General

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

Should the Consultant fail to respond to a request for any services addressed in this Agreement within the required allotted time, the District should, at the Consultant's sole expense, provide the requested services.

3. ADDITIONAL SERVICES:

All other requested items not specifically denoted in Exhibit "A" or Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.

Exhibit “B”: – Schedule of Fees

Standard Services: billed monthly in equal parts pursuant to the following schedule:

Consultant Full-Time Positions	Community Director Operations Manager Facility Maintenance Supervisor Office Manager Activities Coordinator
Consultant Part-Time Positions	Communications Specialist
Reasonable Reimbursement Expenses	As Submitted
Total	\$408,176 Adopted For Fiscal Year 2023

Additional Services:

Description	Fee Basis	Fee Budget
Hourly Rate for Special Services	Hourly	Upon Request
Response to Extensive Public Records Requests Requiring Significant Effort	Hourly	Upon Request

Incremental Consultant Staff Member: To be billed in equal parts monthly pursuant to the following schedule once the employee is hired:

Consultant Full-Time Position As approved at the December 19 th , 2022, Board meeting and ratified in the meeting minutes of the January 23 rd , 2023, meeting.	Facility Maintenance Coordinator
Total	\$56,000 Annually

SECTION D



VOLUNTEER SAFETY GUIDELINES

Lake Ashton Community Development District

Volunteers are an important resource for the district, that's why we are committed to taking the appropriate precautions to ensure your safety. Thank you for your time and effort.

General Rules

The primary responsibility of volunteers of the district is to perform their duties in a safe manner in order to prevent injury to themselves and others. Before beginning special work or new assignments, a volunteer should review applicable and appropriate safety rules.

NO VOLUNTEER IS EVER REQUIRED to perform work that he or she believes is unsafe or that he or she thinks is likely to cause injury or a health risk to themselves or others.

General Safety Rules

Prohibited Activities

Activities should exclude professional services where certification or licensing is required (i.e. electrical, construction, herbicide application, fitness instruction). Working from heights (i.e. ladders over 6ft, scaffolding), using hazardous powered equipment (i.e chainsaws) and transporting others on the district's behalf should be avoided.

Conduct

Horseplay and practical jokes are forbidden. Volunteers are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the volunteers or others at risk, or that threatens or intimidates others, is forbidden.

Drugs and Alcohol

Use and/or possession of illegal drugs or alcohol while volunteering or on volunteer time are forbidden. Reporting as a representative of the organization while under the influence of illegal drugs or alcohol is forbidden.

Housekeeping

Clean up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately and putting equipment and tools away as you are finished with them.

The following areas must remain clear of obstructions:

- Aisles/exits
- Fire extinguishers and emergency equipment
- All electrical breakers, controls and switches

Injury Reporting

All work-related injuries must be reported as soon as practicable.

Dress Code

You should dress appropriately for the conditions and performance of your duties.

General Emergency Guidelines

Volunteers should review the following guidelines to prepare for an emergency.

- Stay calm and think through your actions.
- Know the emergency numbers (fire/police/ambulance/911).
- Internal emergency number (863-324-7290 – Thomson Nursery Road).
- Know where exits are located.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.
- First aid supplies are located in the Club Office and Media Center closet.

Evacuation

- Volunteers will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, volunteers should immediately evacuate the job site without delay to retrieve personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through. Use of elevators is prohibited during fire alarm situations.
- Supervisors should be the last to leave the area. Check the job site to be sure that all personnel have evacuated.
- Any volunteer with mobility, visual, hearing or other condition that may hinder them from becoming aware of an emergency or evacuating should request special assistance through human resources.
- Upon exiting the building, all personnel should report for a head count.
- If any volunteer is missing, an immediate report should be made to the incident commander who will in turn report to the first available fire department officer.
- Volunteers should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy a job site or building will be issued by the incident commander.
- In the event of inclement weather, the incident commander will make arrangements for all personnel to move to shelter.

Fire Safety

- Volunteers should alert other persons in the immediate hazard area.

- Any volunteer can activate a fire alarm or call the Office Manager to page an emergency announcement.
- Trained volunteers can use a fire extinguisher, following these guidelines:
 - **P**=Pull the safety pin
 - **A**=Aim the nozzle at the base of the fire
 - **S**=Squeeze the operating lever
 - **S**=Sweep side to side covering the base of the fire

**When using a fire extinguisher, all volunteers in the vicinity must always stay between the fire and an exit, staying low and backing away when the fire is extinguished.*

**If the fire is too hot or too smoky, volunteers are encouraged to evacuate immediately, discarding the fire extinguisher.*

- Volunteers should notify the incident commander of the location of the fire. He or she will relay this information to the fire department.

Violence

- Any volunteer who feels that he or she has been threatened should immediately report the concern to a supervisor or to appropriate local authorities.
- If any person is observed exhibiting threatening behavior or making threatening statements, the individual who discovers the situation should warn others in the area and immediately notify a supervisor or human resources, staying away from the person exhibiting threatening behavior.
- Depending upon the level of concern, volunteers must call the police department (911) immediately.
- It is prohibited to confront any person exhibiting threatening behavior.

If volunteers have reason to believe that events in their personal lives or any other situation could result in an act of violence at work, they should privately discuss the issue with the community director and develop a prevention plan together.

Emergency Guidelines

FIRE DEPARTMENT: City of Lake Wales Fire Department
TELEPHONE: 863-679-4426

POLICE DEPARTMENT: City of Lake Wales Fire Department
TELEPHONE: 863-678-4223

HOSPITAL: _____

TELEPHONE: _____

DOCTOR: _____

ADDRESS: _____

TELEPHONE: _____

The district does not tolerate harassment of our employees, volunteers, community members or guests. Any form of harassment related to a volunteer's race, color, sex, religion, national origin, age, citizenship status, veteran status or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes or other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion or national origin; sexual advances; requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature. The intentions to sexually harass another individual expressed through language, expressions and proximity to another is as detrimental as the actual act. Further, as of 1998, the Supreme Court recognizes that Title VII of the Civil Rights Act of 1964 also applies to same-sex harassment.

Violation of this policy by a volunteer shall subject that volunteer to immediate discharge.

Examples of conduct prohibited by this policy include, but are not limited to:

- Physical Actions:
 - Neck or shoulder massaging
 - Hugging, kissing or patting another's body
 - Touching oneself with sexual overtones while in the proximity of another
- Verbal Actions:
 - Whistling or making cat calls at another individual
 - Discussing sexual topics that make others uncomfortable
 - Making comments about another individual's body parts and/or clothing
- Non-Verbal Actions:
 - Making sexual gestures with one's hands, tongue or other body parts
 - Looking an individual up and down
 - Winking, licking lips or blowing kisses at another individual

If you believe that you are being subjected to harassment, you should:

1. If you feel comfortable enough to do so, tell the harasser that his or her actions are not welcome and they must stop.
2. Report the incident immediately to a supervisor.
3. Report any additional incidents that may occur to one of the above resources.

All reported incidents will be investigated. Complaints, and actions taken to resolve complaints, will be handled as confidentially as possible given 's obligation to investigate and act upon reports of such harassment. Retaliation of any kind against a volunteer who reports a suspected incident of sexual harassment is prohibited. Anyone who violates this policy or retaliates against another staff member in any way will be subject to disciplinary action up to and including immediate dismissal.

Fire Prevention

1. Smoking is allowed only in designated outdoor areas.
2. No candles or unauthorized open flames are allowed in the work area.
3. No flammable chemicals are allowed inside work area at any time unless they are specifically authorized for use. If there is a work-related need to use a flammable chemical, contact the supervisor for guidance on hazard communication and fire safety.
4. Volunteers may never start or run an engine in an enclosed area.
5. Gasoline, diesel and other fuels must be transported in approved, marked containers.

Lifting

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers – use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, slowly stand.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body – do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.

15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

Ladders & Stepladders

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease and remove buildup of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that direct pedestrian traffic away from the ladder. Lock the doorway that you are blocking with the ladder and post signs that will direct traffic away from your work.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down it.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. Do not jump from ladders or step stools.
10. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.
11. Do not stand on the top two rungs of any ladder.
12. Do not stand on a ladder that wobbles or that leans to the left or right of center.
13. When using a straight or extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
14. Secure the ladder in place by having another volunteer hold it if it cannot be tied to the structure.
15. Do not move a rolling ladder while someone is on it.

16. Do not place ladders on barrels, boxes, loose bricks, pails, concrete blocks or other unstable bases.
17. Do not carry items in your hands while climbing up or down a ladder.

Housekeeping

1. Do not place materials, such as boxes or trash, in walkways or passageways.
2. Mop up water around drinking fountains, drink dispensing machines and ice machines immediately.
3. Do not store or leave items on stairways.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Remove protruding nails or bend them down into the lumber by using a claw hammer.
7. Return tools to their storage places after use.
8. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.

Electrical Safety

1. Electrical cords must be protected with specially designed cord protectors or kept out of areas where they will be damaged.
2. Operators must turn electrical appliances off using the switch, not by pulling out the plug.
3. All appliances should be turned off before leaving for the day.
4. Never run cords under rugs or other floor or ground coverings.
5. Immediately report all electrical problems.
6. The following areas must remain clear and unobstructed at all times:
 - Exit doors
 - Aisles
 - Electrical panels
 - Fire extinguishers
7. When using an extension cord:

General Safety Precautions

- Look to see that the wattage labeled on the tool, appliance or equipment does not exceed the wattage limit labeled on the cord.
- Do not run the cord through doorways, holes in ceilings, walls or floors.
- Never remove, bend or modify any metal prongs on the plug of the cord.
- Do not use the cord under wet conditions.
- Do not plug one extension cord into another.
- Never drive over, drag, step on, walk on or place objects on a cord.
- Always unplug the cord when you have finished using it.
- Do not use the cord as a permanent power source.

Chemical Safety

1. Follow the instructions on the label and in the corresponding Safety Data Sheet (SDS) for each chemical product used in your workplace.
2. Use personal protective clothing or equipment (PPE) such as neoprene gloves and protective eyewear when using chemicals.
3. Do not use protective clothing or equipment that has split seams, pin holes, cuts, tears or other signs of visible damage.
4. Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Then, always wash your hands after removing the gloves.
5. Do not use chemicals from unlabeled containers or unmarked cylinders.
6. Use a rubber cradle when transporting unpackaged, glass bottles of chemicals.
7. Do not store chemical containers labeled "oxidizer" with containers labeled "corrosive" or "caustic."

Machine Safety

1. Do not remove, alter or bypass any safety guards or devices when operating mechanical equipment.
2. Do not wear loose clothing, jewelry or ties around machinery.
3. Read and obey safety warnings posted on or near any machinery.
4. Long hair must be contained under a hat or hair net.

Hand Tool Safety

1. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
2. Tag worn, damaged or defective tools and do not use them.
3. Do not use a tool if the handle surface has splinters, burrs, cracks or splits.
4. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. Do not carry sharp or pointed hand tools such as screw, scribes, chisels or files in your pocket unless the tool or your pocket is sheathed.
7. Do not perform makeshift repairs to tools.
8. Do not throw tools from one location to another or from one volunteer/employee to another.
9. Transport hand tools only in toolboxes or tool belts – do not carry tools in your hand or clothing, especially when climbing.

Office Safety

1. Do not work on any computer or office machine if your hands are wet or if you are standing on a damp surface.
2. Do not mount pencil sharpeners so that they protrude beyond the edges of desks or tables.
3. Do not stand on a swivel chair.
4. Do not raise the seats on swivel chairs beyond the point where your feet can touch the floor.
5. Do not compact material in the waste basket with your hands or your feet.
6. Do not use cardboard boxes as waste receptacles.
7. Do not leave file drawers open; always use handles to close them.
8. Do not stack file cabinets on top of one another.
9. Open one file cabinet drawer at a time.
10. Put heavy files in the bottom drawers of file cabinets.

The district is committed to your safety. You are encouraged to report any unsafe work practices or safety hazards encountered while at the organization. All accidents/incidents (no matter how slight) are to be immediately reported.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local and policies and procedures. Failure to comply with these policies may result in dismissal. Respecting this, the district will make reasonable efforts to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, the district subscribes to these principles:

1. All accidents are preventable through implementation of effective safety and health control policies and programs.
2. Safety and health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds in higher regard with community members and increases productivity. This is why the district intends to comply with all safety and health regulations that apply to the course and scope of operations.
4. Volunteers are responsible for following safe work practices and district rules as well as for preventing accidents and injuries. The district will establish lines of communication to solicit and receive comments, information, suggestions and assistance from volunteers where safety and health are concerned.

Everyone at the district must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy.

By signing this document, I confirm the receipt of 's volunteer safety handbook. I have read and understood all policies, programs and actions as described, and I agree to comply with these set policies.

Volunteer Signature

Date

SECTION E



Company Information

**Lake Ashton Community
Development District Inc.**

Bill To Address

**5385 North Nob Hill Road
Sunrise, FL 33351**

Contacts

Dex Imaging Sales Representative

**Name: Kelly Aiken
Phone:
Email: kaiken@deximaging.com**

A/P Contact

**Name: Christine Wells
Phone: 863-324-5457
Fax:
Email: cwells@lakeashtoncdd.com**

INSTALLATION for Lake Ashton Community Development District Inc.☐ Standard

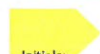
- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

☒ White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.





Sales Order / Service Agreement

Equipment Delivery Location

Lake Ashton Community Development District Inc.
4141 Ashton Club Dr.
Lake Wales, Fl. 33859

Equip. Contact: Christine Wells
Phone:863-324-5457
Email:cwells@lakeashtoncdd.com

Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
		Yes			1	

Printer (Quarterly)

Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
CPP Service	\$25.00	3571	0.0070	\$0.00	0	0.0500
Konica Minolta bizhub C250i + DF-714						
FS-539 Finisher -50 Sheets- plus manual stapler						
RU-513 Relay Unit						
DK-516 Enhanced Copy Desk -Storage only-						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location:



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING's control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Unless DEX Industry Best or DEX Superior, maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$125 per hour remotely; on site \$189 per hour. There is a one hour minimum for either of the hourly rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliances, then Customer is responsible for the manual reporting of meters on a timely basis.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX Imaging reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment. Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX re- mains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer.

Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIP- MENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRAN- TIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX Imaging approved Managed Print System. Manual orders can be placed for any units that do not report via a DEX Imaging approved Managed Print System. \$0.00085 will be added to the per impression rate shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumables items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, develop, drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Special Instructions

Dex Sales Associate

Name: Kelly Aiken

Date: 1/26/2023

Approvals

I have read and agree to all terms and conditions contained in this document

Dex Imaging, Inc.

Lake Ashton Community Development District Inc.

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Lake Ashton Community Development District Inc.**

FEDERAL TAX ID #: **65-103870**

ADDRESS: **5385 North Nob Hill Road** **Sunrise FL 33351**

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Konica Minolta bizhub C250i + DF-714

EQUIPMENT LOCATION: **4141 Ashton Club Dr. Lake Wales, FL. 33859**

TERM IN MONTHS: **63**

MONTHLY PAYMENT AMOUNT*: **\$156.90**

(*PLUS TAX)

SECURITY DEPOSIT:

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 5. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 7. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**
- 8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
- 9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 10. OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
- 11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
- 12. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 13. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
- 15. MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

ADDENDUM TO THE EQUIPMENT SERVICE AGREEMENT

(Lake Ashton CDD and DEX Imaging, LLC)

THIS ADDENDUM TO THE EQUIPMENT SERVICE AGREEMENT (the “Addendum”), dated _____, 2023, is made by and between the **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 4141 Ashton Club Drive, Lake Wales, Florida, 33859, and **DEX IMAGING, LLC**, a Delaware limited liability company, (hereinafter referred to as “Contractor”), whose mailing address is 500 Staples Drive, Framingham, Massachusetts 01702.

WHEREAS, District and Contractor are parties to the Equipment Service Agreement, dated _____, 2023, (the “Agreement”), attached hereto as **Exhibit “A;”** relating to the maintenance of the District’s leased copying machine within the boundaries of the District in Polk County, Florida, as is more particularly described therein; and

WHEREAS, the Contractor and District, in accordance with the provisions of the Agreement determined it to be in their best interest to extend the Commencement Date of the Agreement to be in compliance with the District’s requirements, as a Florida community development district.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the terms of the Agreement are in full force and effect.
3. That the Agreement shall be dated after the District’s Board of Supervisors had the opportunity to review and approve the Agreement. The District will pay the Contractor after the Services are completed and have been inspected and approved by the District’s authorized representative.
4. That nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District’s immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees

that the public records custodian of the District is the District Management Company, which is currently Inframark Management Services, Inc.

6. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statutes, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor, The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.095(2), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.
7. That in order to facilitate execution of this Addendum, this Addendum may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
8. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
9. In the event of any conflict between the terms herein and the term(s) in the Agreement, the terms herein shall prevail.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO THE ADDENDUM TO THE EQUIPMENT SERVICE
AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf by duly authorized representatives as of the date first set forth above.

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

By: _____
Print: _____
Chairman/Vice-Chairman
Board of Supervisors

DEX IMAGING, LLC, a Delaware limited
liability company

By: _____
Print: _____
Title: _____

Exhibit “A”
Agreement

[See attached.]

SECTION VIII

SECTION B



12/27/2023

**Lake Ashton I CDD Meeting
Engineering Report**

- 1) **3066 Dunmore Vacuum Truck Quote Recommendation**
- 2) **Potential Spill from Sanitation Truck**
- 3) **Coordination with Staff on Reserve Study Items**
- 4) **Lake Ashton Shoreline Stabilization Investigation**
- 5) **Hole #1 Seawall Investigation**

SECTION 1



Cloud9
Services, LLC.

Video Pipe Inspection - Pipe Repair - Sinkhole Repair
JetVac Cleaning - Lift Stations - Hydro Excavation
Storm Drain Cleaning

CFC1429310

407-481-2750 **Cloud9Service.com**

1201 W. Jackson St. • Orlando, FL 32805
 (407)481-2750 • Toll Free (866)3CLOUD9
 Fax (407)481-8850 • www.Cloud9Services.com
 CFC1429310 • CUC1225248

PROPOSAL	
Date:	
Reference #:	
Prepared By:	
Prime Contractor:	

Bill To:

Job Site:

Company		Owner	
Name		Job Name	
Street Address		Street Address	
City, ST, Zip		City, ST, Zip	
Phone #		Site contact Phone #	
Email		Site contact Email	

SALESPERSON	PO NUMBER	ORDER BY	SERVICE DATE	TERMS

Description	Rate	UoM	QTY	Amount

Please note that this estimate is for budgetary purposes only. All work will be done under the terms and conditions contained in this agreement.

TOTAL

If you wish to accept this proposal, please sign below and email or fax back:

Accepted by:

Fernando Martin

Fernando Martin Estimator
 Cloud 9 Services, LLC
fmartin@cloud9services.com

Date

Authorized Representative Signature

Date

Cell: 321-634-4930

Print Signers Name Above

General Notes and Conditions:

Any Items not listed above in work description is excluded, please see exclusion list below:

1. Our price included truck with operator additional personnel/helper are excluded but can be provided if needed for additional charge of \$55.00 per hour per employee.
2. Job cancellation same day will result in a 4hr minimum charge.
3. Hourly rate is charged from closest Cloud 9 office to client's project site.
4. There is a (4) hour minimum charge. The hourly rate is charged for actual time portal to portal including travel time to and from the project site, performing the work, filling the truck with water and dumping the debris.
5. Our price is based on (1) mobilization of our equipment without delay occasioned by others.
6. Offsite disposal is excluded but we can provide this service if required. Disposal cost are \$500.00 per ½ load and \$800.00 per full load.
7. Access for our equipment to all areas of the project for the scope of work to be performed shall be provided by the Customer such that a two-wheel drive vehicle can traverse to and from the location of the work.
8. If the situation arrives where the standard solid vacuum pipes of the jet/vac truck cannot reach the debris and other material subject to be vacuumed, and use of corrugated PVC black hose is required, additional cost for pickup truck with 100ft flex hose and helper of \$180.00/per hour 4hr min. Additional hose over 100ft if needed is available for additional charge of \$5.00/per foot with a 100 ft min.
9. Water for filling our water tanks for our jetting operations is to be provided by a hydrant and meter provided by customer. We can provide water for additional charge of \$65.00/per load.
10. Temporary Traffic Control is by others but can be provided for additional costs. We have the very highest level of FDOT TTC Certification that is available.
11. Turbidity barrier is excluded.
12. CCTV reports and videos will be on Two DVD's that are included. Customer will be left 2 DVD copies onsite at the end of eac day of video work. Videos/reports are keep for 30 days and must be reviewed for quality assurance by customer within 30 days of video work performed. Cloud 9 Services LLC will not be held responsible for any inconsistencies or problems with the videos/reports beyond 30 days.
13. Project delays caused by others resulting in downtime will be billed at our hourly rates.
14. Any specialized training that requires contractor/owner/Cloud 9 Services to mobilize our personnel to the site without performing our scope of work described above.
15. Permitting, pipe cleaning, video, mandrel, or testing other than the scope of work listed above is excluded.
16. Confined space entry, dewatering, pipe plugging, cofferdams, commercial divers and dredging other than the scope of work listed above is excluded.
17. Any Landscaping restoration is excluded.
18. Any concrete or asphalt driveway/road/sidewalk repair, restoration, or replacement is excluded.
19. Any surface locates or survey work is excluded.
20. Any backfill, shoring, or compaction is excluded.
21. Industrial or hazardous materials removal or disposal is excluded.
22. Any item not specifically mentioned above in scope of work as being included, is excluded.
23. Fuel surcharge will be billed on every job ticket. It is necessary to increase this 6.750% base surcharge an additional 1.00% every \$0.50 increment above our baseline trigger point of \$3.00 per gallon. Our Fuel Surcharge Program scale is as follows:
Fuel Cost Surcharge
\$3.00 6.75%
\$3.50 7.75%
\$4.00 8.75%
\$4.50 9.75%
\$5.00 10.75%
\$5.50 11.75%
\$6.00 12.75%
\$6.50 13.75%

Terms and Conditions:

1. This proposal is valid for 30 days from the date on the proposal.
2. We charge a credit card processing fee as follows: Visa, & MC=3.5% Amex=4%
3. Taxes will be added to quote pricing where materials are added, and as may be required by state/local government.
4. Customer hereby agrees that when Cloud 9 Services, LLC. performs on projects that are to be invoiced on a time and material basis, that Customer will not discount Cloud 9's invoices after the work has been completed. If the Customer has an issue with the progress of the work on a time and materials project, its' only recourse is to stop Cloud 9 from performing the work. Customer would only be liable for Cloud 9's charges for the labor, materials and equipment provided to the project prior to the notice to stop work. This contract is therefore cancelable by either party for any reason with 3 calendar day verbal notice.
5. The above described scope of work to be included and excluded along with the pricing and draws listed below constitute the entire agreement. No verbal directions or changes will be considered as valid unless accompanied by a written change order approved by both parties to this agreement.
6. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind and the benefits and advantages shall inure to and be enforceable by the parties. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7. If it shall be necessary for either party to this agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this agreement, or under any indemnity provided for in this agreement, the substantially prevailing party on any issue in any such litigation and any appeals there from shall be entitled to recover from the other party, in addition to any damages, interest at a rate of 18% per annum from the date of owing , or other relief granted as a result of such litigation, all reasonable charges and expenses of such litigation and a reasonable attorneys' fee as fixed by the court. Failure to pay invoices within the terms of this agreement will void any warranties for the work performed. Any dispute or query regarding the invoiced amount must be communicated in writing within 7 days (objection period) from the invoice date and Client will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period.
8. All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. Cloud 9 Services LLC. will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.
9. Cloud 9 Services, LLC. assumes no liability for any possible damage that could arise due to brittle, deteriorated, or cracked piping that could be uncovered by the hydro-cleaning process. If the pipe is so deteriorated that despite a good faith attempt to clean or line it, it must be excavated, it will be an extra cost change order. In the event during our normal course of cleaning operations, damage results on pre-existing conditions such as broken pipe, structures or backups from the hydro-cleaning work, Cloud 9 Services, LLC. will not be held responsible.
10. If a pipe comes apart, or is damaged during the cleaning, video, or lining process, Cloud 9 Services LLC isn't responsible for any damage, repairs or cost.
11. If camera, cleaning equipment, lining equipment, etc.... get stuck in the line at any time due to bad pipe, hole in pipe, bad joint, etc... Cloud 9 Services LLC isn't responsible for any damage, repairs or cost.
12. Cloud 9 Services LLC isn't responsible for backups, floods, etc...

Additional Exclusions:



1201 W. Jackson Street, Orlando, FL 32805

JOB/NTO Information Sheet

Date Start on the Job

Job/Project Name

Job Address

City, State, Zip Code

Customer Name

Customer Address

Customer City, State, Zip Code

Customer Contact Name

Customer Contact Phone

Customer Contact Email

Services/Materials Provided

Prime Contractor

Project Owner

SECTION C



Lake Ashton Community Development District

Community Director Report

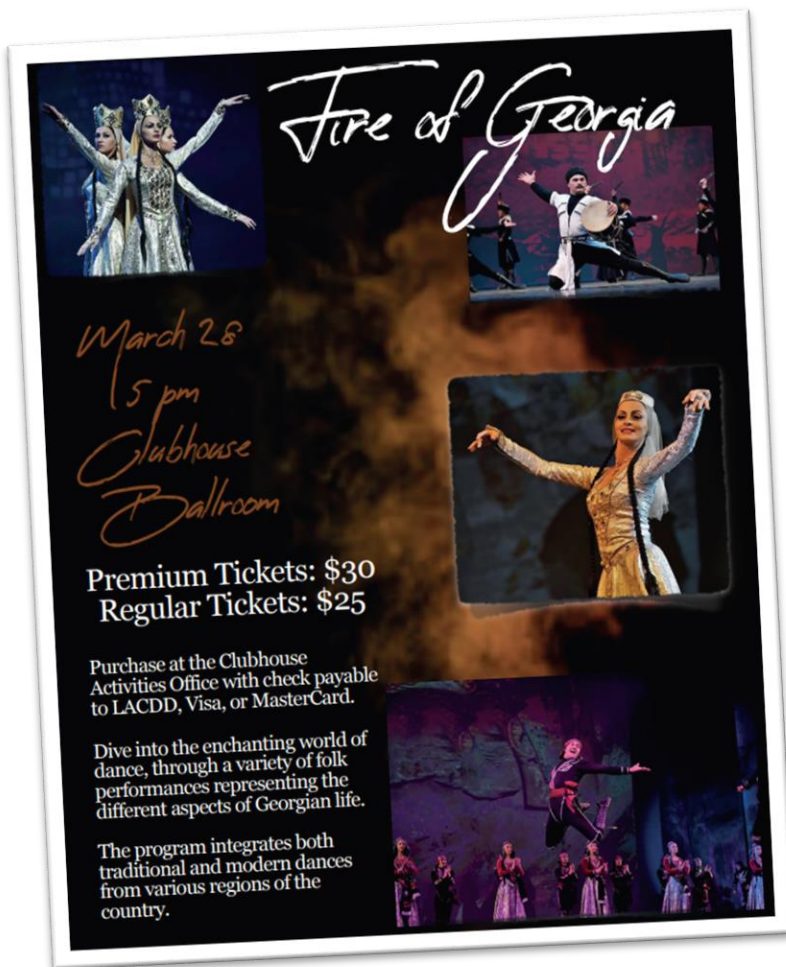
Submitted by:
Christine Wells, Community Director
Meeting Date: February 20, 2023



Events and Activities

The 2023 Entertainment Series is already halfway done. The Reunion Series started off with the Bronx Wanderers, Steve Solomon, and Shake Baby Shake. Coming up is Forbidden Broadway, Gary Puckett and the Union Gap, and the Edwards Twins. Individual tickets are still available for the 3 upcoming shows. You don't want to miss these shows!

Staff is starting to work on booking entertainment for the 2024 Entertainment Series and events for the rest of this year. The Lake Ashton Activities Advisory Group has been instrumental in helping staff switch things up this year in regards to the types of activities being offered. With input from the group and staff, residents will start noticing some changes to the types of events being hosted at the Clubhouse.



The following events are scheduled for February and March:

- 2/21 - Caregivers Support
- 2/24 - ETS: Forbidden Broadway
- 3/1 - Calypso Breeze Bus Trip
- 3/8 - Karaoke w/ DJ Wayne
- 3/9 - ETS: Gary Puckett & The Union Gap
- 3/28 - Fire of Georgia
- 3/30 - Crafting w/ Carmen - Decorative Pizza Pan Door Hangers
- 3/31 - ETS: Edwards Twins

April is Volunteer Appreciation Month and staff is working on a schedule of free events and giveaways to show appreciation to all volunteers at Lake Ashton.

Staff is working with the LA Peddlers and various Public Safety groups in Lake

Ashton on the first Tour de LA biking event. The group has submitted information on registration in the March LA Times and registration forms will be available at the Clubhouse and HFC.

Staff is looking into ways to automate some of the services offered at Lake Ashton. Automated ticket sales is first on the list. With the help of the Lake Ashton Activities Advisory Group, staff will be looking into various programs to facilitate online ticketing options for residents.

The photo contest is complete and the winners will be announced in the March newsletter.

Restaurant Update:

- The floor of the walk-in cooler has been repaired.



Before



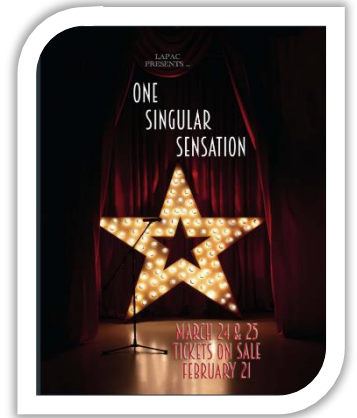
During

After

- Beer tap lines were cleaned
- Staff installed diamond plate over the rusted areas on the outside of the walk-in cooler and freezer.
- Fire-retardant ceiling tiles were replaced in Restaurant Kitchen.
- Broken outlet covers were replaced throughout the Kitchen and Dining Room.
- Staff pressure washed the screened in area and the outdoor patio.
- Staff cleaned the outside Restaurant windows.
- A dining room table was repaired.
- Both ice machines were cleaned.
- A repair was made to the water temp booster for the dishwasher.
- Minor touch up painting will be completed by staff the week of 2/20/23.
- Two fire extinguishers are scheduled to be serviced and will be completed the week of 2/20/23.
- Staff is in the process of cleaning out the office of all items.
- The phones and cable boxes have been uninstalled and will be return to Spectrum.

Newsletter:

The February Lake Ashton community newsletter was sent out via email blast along with the monthly calendar of events on February 1. This issue featured a cover promoting the LA Purple Stars Chili Cook-Off. The back cover highlighted the first ever Vintage Roadshow at the Clubhouse. The March *LA Times* newsletter will be distributed on **Wednesday, March 1**. Rates for advertising increased starting February 1, 2023 to keep in line with the costs associated with printing.



Monday Coffee:

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

- March 6: Neighborhood Watch Presents a Chief of Police Meet and Greet
- March 13: Polk County Homeless Graduating Seniors
- March 27: Young at Heart - Senior Entrepreneurship Program
- April 3: Lake Ashton's ASL Group – Learning to Hear with Your Eyes

Cost Savings Analysis:

- Contact was made with all utility companies to determine any cost savings.
 - City of Lake Wales was called to evaluate all meters for functionality.
 - The Operations Manager will be presenting options for the meter that services landscape in the Aberdeen Lane area.
 - Staff is continuing to work with TECO on credits needed for brackets being charged for that are not being used. Credits have been issued for all sales tax that was charged for the zap cap services.
 - Staff is in the process of evaluating the internet/cable/phone 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. This will save the District over \$200 per month.
 - Staff has uninstalled all cable boxes in the Clubhouse and have replaced with smart TVs or streaming devices to eliminate the associated fees.

- ### Other Information:

- [illegible]

- Residents came to staff and stated that they are interested in constructing a ramp to install in the Clubhouse Pet Play Park. The submitted drawing is included for consideration by the Board of Supervisors. They will pay for all materials and construction. The drawing is included for Supervisor review. The frame and ramps will disassemble in 3 parts for moving.
- Staff would like to convert the golf cart that was previously used for deliveries to a security golf cart and make the current older golf cart a cart that can be used as backup and for facility maintenance use. The only cost would be the addition of a “security” sign that will be put on the front of the cart.
- Staff is working on budget preparations. This includes preparing a list of potential capital projects for Supervisors to review and evaluating all areas of the Clubhouse to determine estimated useful life remaining for all items listed in the reserve study.
- Staff is working with the District Engineer to evaluate the District’s infrastructure for recommendations for the upcoming and future budget years.
- Staff will be gathering quotes for the installation of street lights to be presented at the March meeting for Supervisors to consider as a future project.
- Staff replaced the two license plate cameras at the Guard House.
- The copier lease is due for renewal. I have included the lease renewal from Dex Imaging. Additional options will be sent under separate cover for Supervisors to compare to.

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Current Status	Status Updated
Clubhouse and Other Grounds Projects						
Various Repairs to Restaurant Equipment	NTE \$6,705		1/23/2023		Warranty repairs to the Artic Air Cooler were completed on 2/9/23. The draft line was cleaned. The powerpak was evaluated and no repairs were needed. Two ice machines were cleaned. The walk-in cooler and freezer will be evaluated for repairs next.	2/20/2023
Replacement of AED in the Clubhouse and Roving Security Golf Cart	\$3260 (\$2760 with \$500 trade credit)		1/23/2023		The AED in the Clubhouse and Roving Security golf cart have been replaced with the new units. The old units will be mailed out this week to obtain the trade-in credit	2/20/2023
Pavement Management/Stormwater Management/Bridges/Pathways						
Dunmore Drive Inlet Flush					The District Engineer is gathering quotes to flush an inlet on Dunmore Drive (the loop).	2/20/2023
Completed Projects						
Install carp in the GC7 pond near the restroom between holes 9 and 10 on the East Golf Course.	NTE \$1200	\$1,200.00	2/28/2022	1/31/2023	Carp were installed on 1/31/23	2/20/2023
Clubhouse Roofing Repairs	Insurance Claim	\$4,800.00		2/3/2023	Repairs completed on 2/3/23. Didn't meet insurance deductible.	2/20/2023
Lake Ashton Blvd Median Refurbishment - Phase 1	NTE \$49,500	\$48,657.17	10/18/2022	2/3/2023	These projects are all complete.	2/20/2023
West Parking Lot Median Refurbishment						

Lake Ashton Community Development District Project Tracking List

Project Name	Budget	Final Cost	Board of Supervisor Approval	Scheduled Completion	Current Status	Status Updated
West Entrance Bordering Golf Course Refurbishment						
Repair and Rebuild Walk-In Cooler Floor	\$4,600.00	\$4,600.00	1/23/2023	2/7/2023	Completed on 2/7/23	2/20/2023
<i>Projects on Hold or Being Monitored</i>						
Cooking Oil Container Pad					Design is complete and bids are being requested.	4/11/2022
Paver Pathway on Lake Ashton Blvd					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

SECTION 1

All wood will
be pt for ground
contact

1x2-18" Long

RAMP

3/4" plywood
18" x 18"

3/4" plywood
18" wide
8' long

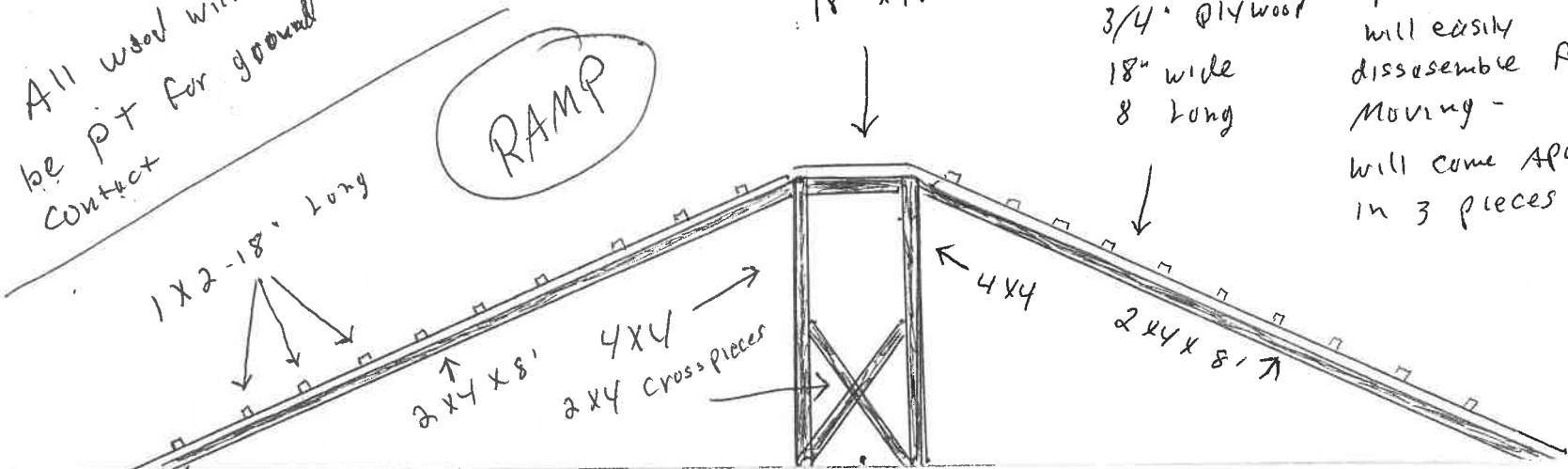
Frame and ramps
will easily
disassemble for
moving -
will come apart
in 3 pieces

2x4x8'

4x4
2x4 cross-pieces

4x4

2x4x8' ↗



SECTION D



Lake Ashton Community Development District Operations Manager Report

DATE: February 27, 2023

FROM: Matthew Fisher
Operations Manager

RE: Lake Ashton CDD Monthly Managers Report – February 27, 2023

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.

Torpedo Grass was discovered growing on the banks of several ponds. Staff informed Applied Aquatic of the need to treat.

Carp were installed by Applied Aquatic in pond GC7, which is located along the 10th green on the East course.



Pool/Spa Updates

Kincaid Electrical Services installed new push button timer to the Spa.

Heartland replaced the auto fill to the Pool. A leak adjustment has been submitted to the City of Lake Wales.

Landscaping Updates

Jose's report is attached.

Staff's site visit report with Yellowstone on 2/17/2023 is attached.

Yellowstone Pet Play Park yearly maintenance plan and quote is attached.

Lake Ashton Blvd median refurbishment phase 2 scope of work and quote is attached.

Staff was directed to look into reducing the size of the irrigation meter located within the fence along Thompson Nursery Rd near the construction gate at the end of Berwick Dr. Four options are being presented after discussions with Yellowstone and the Community Director.

Option 1: Keep the meter as it is, even though it will cost the District \$70 per month to maintain its operation.

Option 2: Reduce the existing 2in size meter to a 3/4in size and repair the irrigation system that waters the Bottle Brush trees inside the Thompson Nursery Rd fence. Replace dead Bottle Brush trees along the fence.

The irrigation watering the Creeping Fig growing on the Thomson Nursery Rd fence columns between the Gatehouse and Olsen Road will remain inoperable.

Option 3: Keep the 2in meter size and make all necessary repairs to the irrigation systems that waters the Bottle Brush trees inside the Thompson Nursery Rd fence and the Creeping Fig growing on the Thompson Nursery Rd fence columns between the start of the fence behind Aberdeen Ln and extending to Olsen Rd. Replace dead Bottle Brush trees along the fence line.

Option 4: Discontinue the irrigation meter. Remove the Bottle Brush trees and Creeping Fig along the entire fence line that stretches Thompson Nursery Road. This will be in preparation of the foreseeable Thompson Nursery Rd widening. This could be done in phases to spread out cost.

Facility Maintenance

Handicap door opener quotes are attached. See memo.

Stanley Steamer cleaned the Ballroom and dressing room carpets.

Staff replaced 4 bad landscaping up-light fixtures along Lake Ashton Blvd.

Millers Central Air completed the maintenance of the air conditioning units at the Clubhouse and Gatehouse.

Staff replaced the fountain motor to the 3-tiered fountain in front of the Clubhouse.

Staff stained the north and south lobby doors exterior.

Staff completed the installation of programable thermostats throughout the Clubhouse.

Staff replaced torn rail cool wraps at the Pool.

Jurin Roofing installed new soffit outside the south lobby door.

Hartline installed security camera outside the south lobby door.

Staff installed 4 video surveillance signs along Olsen Rd. chain link fence.

Maintenance Project Forecaster

Replaced Tennis Ct burnt bulbs with LED bulbs. Estimated start date: 2/22/23.

Pressure wash south side of the Clubhouse including the soffits and windows. Estimated start date: 2/28/23.

Pressure wash Pavilion including the concrete floor, screens and soffits. Estimated start date: 2/21/23.

SECTION 1

LAKE ASHTON

MONTHLY REPORT FOR JANUARY

- BROMELIADS WERE INSTALLED.
- FERT/CHEM TREATED SHRUBS/ORNAMENTALS & TURF- ST. AUGUSTINE.
- IRRIGATION INSPECTION WAS DONE AND REPORTS WERE SENT WITH PROPOSAL WITH ALL ISSUES.
- MOWED 2 TIMES ALL PROPERTY INCLUDING RETENTION PONDS.
- DETAILED CLUB HOUSE.
- FILL IN MISSING SHRUBS THROUGHOUT CLUB HOUSE FRONT & BACK.

Yellowstone Compliance Checklist **2/17/2023**

Task		Remarks (Including Specific Areas for improvement)
Mowing	<div>Satisfactory</div> <div>Unsatisfactory</div>	Bi-Weekly Mow with the chute pointed away from the ponds.
Edging Completed	<div>Satisfactory</div> <div>Unsatisfactory</div>	
String Trimming	<div>Satisfactory</div> <div>Unsatisfactory</div>	
Weed Control Turf/Beds	<div>Satisfactory</div> <div>Unsatisfactory</div>	Dollar weed was treated 1/12/2023. Pet Play Park yearly turf plan for next BOS meeting Feb 27 th . Dollar weed is present in turf along the median of the Blvd. Please have Rudy take a look at.
Shrubs/Ground Cover Care	<div>Satisfactory</div> <div>Unsatisfactory</div>	Waiting for replacement Xzora around the fountain at the Gate House and Blue Daze that have failed under the Ligustrum's on the northeastern front of the Clubhouse.
Tree Care	<div>Satisfactory</div> <div>Unsatisfactory</div>	Dead Queen Palm missed in the shell area coming through the Gate House. This palm was removed.
Litter and Debris	<div>Satisfactory</div> <div>Unsatisfactory</div>	Please have staff not run over trash with the mowers. If they see trash pick it up.
Fountain Maintenance	<div>Satisfactory</div> <div>Unsatisfactory</div>	Fountain in front of Gate House is turning green. Please treat ASAP. Also treat the fountain in front of the Clubhouse. Chlorine tabs have been introduced to the fountains.
Pond Maintenance	<div>Satisfactory</div> <div>Unsatisfactory</div>	String trim the correct direction around ponds.

Reminders:

Irrigation Report- Any Repairs needed

Weed and Disease Control Monthly Report-

Mulching – April and September- **I have noticed some areas that are bare. We can address this when we meet again.**

Annuals- December, April, and August

Tree Pruning-December and July



Price to remove Box Wood hedges and replace with red flowering Dwarf Ixora.



Yellowstone will present a yearly maintenance program for the Pet Play Park.

2/2/2023



Declining Xzora need replacing.
-Dana mentioned he had the plants for this area already.

12/14/2022

Shell beds have roots visible from removed shrubs and weeds need to be pulled.

1/6/2023

This has been completed.





Monitoring Ixora around the circular drive.

Affected by the cold snaps. 2/2/2023

Rudy needs to take a look at this.

Replace failed Blue Daze in this area. 2/2/2023



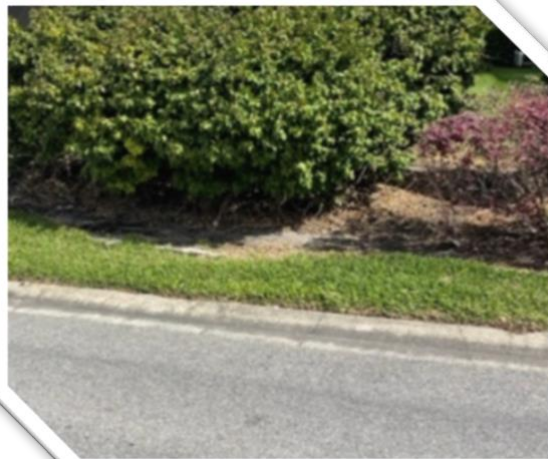
Can we use a smaller meter to accommodate the watering of the trees along the inside of the gate on Aberdeen. 2/2/2023

Spoke with Yellowstone and they confirmed that a smaller meter is ok. I reached out to the city and they are emailing me an application to down size the meter to 3/4 inch.



Yellowstone is bidding removal of the fig from the columns along TNR, Olsen Rd and near the Gate House.

Also, they will provide the adjustment to the contract if this is done. 2/9/23



Areas identified as needing some mulch.

Not in the picture is spots of bare ground in the Reflection Garden where the Plumbago was trimmed back. 2/9/23





Dips in the turf where trees have been removed need to be filled and sod installed. 2/9/23

This has been completed.



Remove Magnolia tree on the South Side of the Clubhouse. 2/9/23

This has been completed.



Yellowstone is providing a price to remove the solo Queen Palm and install Bahai Grass in that bed. In the other bed the removal of the Boxwood hedges and install Bahai around the palms. The other two beds the installation of Bahai grass would only need to be done. 4 total beds.

*Picture is for location reference only.

2/9/23



LANDSCAPE MANAGEMENT PLAN : LAKE ASHTON DOG PARK

Date: February 2023

Job Name: Lake Ashton

Account Manager: Jose Romero

- Maintenance Activities : Included in master agreement
 - Spot treat for broadleaf and grassy weeds 2x per year
 - Dog Park will need to be closed for 2 hours or until dry
 - Spot treat for ants and other insects 2x per year or as needed
 - Dog Park will need to be closed for 2 hours or until dry
 - Regular mowing
- Additional Repairs and Treatments Estimated Costs
 - Sod Replacement 1x per year
 - Estimated 4000 sq ft to be replaced annually (total square feet of dog park is around 8000 so would be good to budget for 50% replacement annually due to wear and tear)
 - \$4,800.00 per year (\$1.20 per square foot, includes strip and lay) if we go Bahia
 - \$5,600.00 per year (\$1.40 per square foot, includes strip and lay) if we go Bermuda
 - Would like to close dog park for two weeks to ensure sod will take root
 - Top Choice Insect Application 1x per year
 - Provides best control for insects and ants.
 - \$300 per year



Proposal #286443

Date: 02/20/2023

From: Jose Romero

Proposal For

Lake Ashton CDD
c/o GMS-CF, LLC
135 W Central Blvd, Suite 320
Attn: Alan Scheerer
Orlando, FL 32801

main:
mobile:

Location

4141 Ashton Club Dr
Lake Wales, FL 33859

Property Name: Lake Ashton CDD

Center Islands Removal of shrubs to Dwarf Red Ixora

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	150.00	\$67.06	\$10,058.42
Dwarf Red Ixora, 3 GAL	1086.00	\$18.57	\$20,168.27
Plumbago, 3 GAL	200.00	\$17.14	\$3,428.52
Chocolate Mulch	180.00	\$7.86	\$1,414.26
Demo Labor	30.00	\$67.06	\$2,011.68

Client Notes

This Proposal includes removal of old Plant Material, dump all debris and Plant all New Plant Material. Removal of Lorapetalum on all BLVD islands, plant with Ixora where Lorapetalum was and fill gaps between new Japanese Blueberry Trees with pockets of Plumbago.

Signature

x

SUBTOTAL \$37,081.15

SALES TAX \$0.00

TOTAL \$37,081.15

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

SECTION 2



LAKE ASHTON

memo

To: LACDD Board of Supervisors
From: Matthew Fisher, Operations Manager
CC: District Manager
Date: February 27, 2023

Staff presented quotes for installing a handicap door opener to the door located on the eastern side of the Clubhouse next to the Conference Room at the July 19th, 2021 BOS meeting. Heritage Property Solutions' quote was approved with a not to exceed amount of \$1200. In January 2022, the handicap door opener was installed. After the installation was completed, the incorrect wireless buttons were installed, and the opener's functionality was not what the staff had requested.

Staff attempted to work with the vendor to modify the functionality of the door opener but were unsuccessful. The handicap door opener recently stopped working completely. Staff installed a standard door closer, which is still in use today.

Staff requested quotes from three new vendors to install a handicap door opener with two wireless push buttons and proper functionality. The prices are listed below.

Stanley Access Technologies

Cost -\$3,800

Atlas Door Repair

Cost- \$4,323

Precision Lock and Safe

Cost- \$3,495

Staff is requesting approval to install a handicap door opener at the Clubhouse's eastern door, next to the Conference Room. Many residents have expressed a desire for handicap accessibility at this location.

If you have any questions, please contact Matt at MFisher@lakeashtoncdd.com.

LAKE ASHTON
,
Phone:
Attn: TBD
Email:

Don Hunt
Territory Manager

Quotation: Q-95453
LAKE ASHTON

Don Hunt
5140 Meldon Circle
Sarasota, FL 34232
United States
Phone: 727-692-4186
Mobile:
Email: donald.hunt@sbdinc.com

12 January, 2023

Allegion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

(1) STANLEY M- FORCE HEAVY DUTY AUTOMATIC SINGLE DOOR OPERATOR

Net Price: USD 3,800.00

Scope of Work

FURNISH AND INSTALL

- (1) STANLEY M- FORCE HEAVY DUTY AUTOMATIC SINGLE DOOR OPERATOR, LOW ENERGY 156.19 OPERATION,39" HEADER SIZED FOR A SINGLE 36" DOOR.HEADER WILL HAVE A CLEAR ANODIZED FINISH, HEADER WILL BE MOUNTED ON THE PUSH SIDE OF THE DOOR DROPPED DOWN INTO THE DOOR OPENING WITH WITH A DROP DOWN PUSH OUT ARM, ON/OFF/HOLD OPEN CONTROL SWITCH.
- (2) 4.5" SQUARE SURFACE MOUNTED WIRELESS PUSH PLATES EACH FOR ACTIVATION EACH.

1 YEAR PARTS AND LABOR WARRANTY.

Any modifications required to door hardware for compatibility with auto operator to be by others. Wiring, wire runs and conduit by others (we include terminations only).

LAKE ASHTON
,
Phone:
Attn: TBD
Email:

Don Hunt
Territory Manager

Quotation: Q-95453
LAKE ASHTON

Don Hunt
5140 Meldon Circle
Sarasota, FL 34232
United States
Phone: 727-692-4186
Mobile:
Email: donald.hunt@sbdinc.com

Warranty: 1 year parts and labor. During normal business hours Mon - Fri 8:00 AM - 4:30 PM

Exclusions

- Cleaning and protection of installed material.
- Permits & Inspections by others.
- 120 volts AC to inside auto door header 5 amp min.
- Back boxes & low voltage wiring from any control to inside auto door header.
- Doors, frames & associated hardware.
- Structural support / wood blocking for swing headers
- Painting, patching & flooring work.
- After hours premium labor
- Integration with other systems including: electrified exit devices, electric strikes, electro-magnetic locks, and card access and fire alarm systems."

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



LAKE ASHTON

Phone:
Attn: TBD
Email:

Don Hunt
Territory Manager

Quotation: Q-95453
LAKE ASHTON

Don Hunt
5140 Meldon Circle
Sarasota, FL 34232
United States
Phone: 727-692-4186
Mobile:
Email: donald.hunt@sbdinc.com

Conditions:

Acceptance of this quotation / proposal by the purchasing unit shall constitute an order and is a contract for the purchase of the articles and services described therein on the terms outlined herein. Additional or different terms applicable to a sale may be specified in the body of a Allegion Access Technologies LLC (hereinafter " Company ") document or agreed to in writing by the parties.

- 1 Payment by purchaser to the Company shall be Net 30 days from date of invoice, subject only to contract termination by the Company in the event of an adverse credit decision by the Company's Credit Department. Late payments are subject to a charge equal to 1.5% per month of the amount outstanding or the maximum allowed by law, whichever is less.
- 2 Payment is not contingent upon purchaser's receipt of moneys from owner or any other source.
- 3 The following shall represent events of default by purchaser in the terms of this contract: non-payment in accordance with the terms set out herein, cancellation of this order by purchaser or refusal by purchaser or its agent to accept delivery of goods from the Company.
- 4 In the event of default by purchaser, purchaser agrees to pay the Company the contract price for all work completed by the Company to the date of default or cancellation as well as all of the Company's costs and expenses incurred in enforcing the terms of this contract including, but not limited to a reasonable attorney's fee, collection and court costs.
- 5 Except for purchaser's payment obligations, neither party shall be liable for any failure under this agreement due to acts of nature, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party.
- 6 Unless accepted by purchaser, this quotation shall expire ninety days from the date hereof.
- 7 Sales tax, if applicable, is not included in this Quotation.
- 8 The Warranty as outlined in the Quotation will not apply if the products: (1) have been altered, except by the Company; (2) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by the Company; or (3) have been subjected to abnormal physical or electrical stress, misuse, negligence, accident, or catastrophe.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of it shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that the Company may commence action against you in a court of law for infringement of the Company's intellectual property rights or default in any payment obligation. This Contract will be governed in accordance with the laws of the state where the premises at which the Company performs the Work or provides Services is located, without regard to choice of law principles.

This document is a contract. I affirm that I have the authority to sign this contract and this is my acceptance of this Quotation as well as my authorization to proceed with the above stated work at the price of \$ _____, plus applicable sales tax.

Signature: _____ **Title:** _____

Name (Print): _____ **Date:** _____

Ref#: _____

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:



D & S AUTOMATICS, INC. dba
ATLAS DOOR REPAIR
23900 W INDUSTRIAL DRIVE SOUTH,
SUITE 1 & 2
PLAINFIELD, IL 60585



Estimate

Date	Estimate #
1/26/2023	5308 3234

Name / Address	Ship To
LAKE ASHTON 4141 ASHTON CLUB DRIVE LAKE WALES, FL 33859	LAKE ASHTON 4141 ASHTON CLUB DRIVE LAKE WALES, FL 33859

Work Order #	E-mail	Technician
4316	payablesatlasdoor@gmail.com	DT

Qty	ITEM	Description	AMOUNT	Total
		WE HEREBY PROPOSE TO FURNISH AND INSTALL THE FOLLOWING:		
1	OPERATOR	WE WILL INSTALL A NEW LOW ENERGY ADA HANDICAP OPERATOR ON THE EXISTING SINGLE ALUMINUM DOOR	3,198.00	3,198.00
1	MISC. SUPPLIES	WIRELESS PUSH BUTTONS 4" X 4" (1 INTERIOR & 1 EXTERIOR)	525.00	525.00
4	LABOR	2 MAN JOB (1 AAADM CERTIFIED TECH & 1 LABORER)	150.00	600.00
		ESTIMATED PARTS, LABOR & INSTALLATION \$4,323.00		
		*****50% DEPOSIT IS NEEDED TO ORDER PARTS \$2,161.50 ****		
		*****CUSTOMER IS RESPONSIBLE FOR BRINGING 120 VOLTS OF ELECTRICITY TO THE DOORS***** *****INSTALLATION SHALL BE DONE DURING NORMAL BUSINESS HOURS***** ****PLEASE ALLOW 5 - 10 BUSINESS DAYS FOR LEAD TIME ON PARTS***		

Estimate terms and conditions, Atlas Door Repair herein called ADR will warrant that all work described above is to be performed in a timely and professional workman like manner. Scheduling times or dates however, are not guaranteed. Attempts by ADR to utilize customers existing hardware that is determined to be faulty or unusable will be at the customers risk and not warranted by ADR and may require new replacement parts not included in this proposal. Installers and or technicians will remove any old hardware replaced at the location that is included with the proposal. Atlas Door Repair reserves the right to utilize sub contract labor or equipment when necessary. Customer is also responsible for all parking cost and fees that occur when on site.

SIGNED ESTIMATE AND 50% NON-REFUNDABLE DEPOSIT ARE REQUIRED BEFORE JOB CAN BE SCHEDULED		Total	\$4,323.00
Approved by: _____		**Pricing is good for 30 days from the date of this estimate**	
Phone #	8152540621	Fax #	8152541208

Precision Safe & Lock, LLC
217 Avenue G, SW
Winter Haven FL 33880
Phone: 863-293-4098
Fax: 863-294-5100

QUOTE

DATE

2/10/2023

Quote #

0000044021

BILL TO:

Lake Ashton CDD
4141 Ashton Club Dr
Lake Wales FL 33859

SHIP TO:

Lake Ashton Clubhouse
4141 Ashton Club Dr
Lake Wales FL 33859

P.O. NUMBER		QUOTE EXPIRATION		SALES PERSON	
		COD		Matthew	
QTY	DESCRIPTION			PRICE	AMOUNT
	Install Left Hand Entramatic Automatic Door Opener with Handicap Buttons on Clubhouse				3,495.00
TOTAL					\$3,495.00
Thank you for allowing us to bid on your security needs. Please call with questions or to schedule work to be done.					

SECTION IX

SECTION A

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
January 31, 2023

	Major Funds			Total
	General	Debt Service	Capital Reserve	Governmental Funds
ASSETS:				
Cash-Wells Fargo	\$105,398	---	\$24,137	\$129,535
Due from Other Funds	\$8,557	\$10,166	---	\$18,722
Investment - State Board	\$1,101,430	---	---	\$1,101,430
Investment - State Board Capital Reserve	---	---	\$727,708	\$727,708
Investments:				
Series 2015				
Reserve A	---	\$210,125	---	\$210,125
Revenue A	---	\$393,556	---	\$393,556
Prepayment A-1	---	\$114,400	---	\$114,400
Prepayment A-2	---	\$8,332	---	\$8,332
TOTAL ASSETS	\$1,215,385	\$736,579	\$751,845	\$2,703,809
LIABILITIES:				
Accounts Payable	\$38,884	---	---	\$38,884
Due to Other Funds	---	---	\$18,722	\$18,722
Due to Other	\$26,636	---	---	\$26,636
Deposits-Room Rentals	\$3,225	---	---	\$3,225
TOTAL LIABILITIES	\$68,745	\$0	\$18,722	\$87,467
FUND BALANCES:				
Restricted:				
Debt Service	---	\$736,579	---	\$736,579
Assigned:				
Capital Reserve	---	---	\$733,123	\$733,123
Assigned	\$31,431	---	---	\$31,431
Unassigned	\$1,115,209	---	---	\$1,115,209
TOTAL FUND BALANCES	\$1,146,640	\$736,579	\$733,123	\$2,616,342
TOTAL LIABILITIES & FUND BALANCES	\$1,215,385	\$736,579	\$751,845	\$2,703,809

SECTION B

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS RESERVE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended January 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/23	ACTUAL THRU 01/31/23	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$1,000	\$333	\$2,190	\$1,856
Capital Reserve-Transfer In FY 22	\$455,901	\$455,901	\$455,901	\$0
TOTAL REVENUES	<u>\$456,901</u>	<u>\$456,234</u>	<u>\$458,090</u>	<u>\$1,856</u>
<u>EXPENDITURES:</u>				
Capital Projects:				
Ballroom Renovation	\$11,500	\$3,833	\$0	\$3,833
Treadmills (2)	\$10,000	\$3,333	\$0	\$3,333
Outdoor Pool/Spa Refurbishment	\$66,800	\$22,267	\$6,245	\$16,022
Lake Ashton Shoreline Restoration	\$16,000	\$5,333	\$0	\$5,333
Gate Operators with LED Gate Arms	\$10,000	\$3,333	\$0	\$3,333
Bocce Court Refurbishment	\$20,000	\$6,667	\$0	\$6,667
HVAC	\$27,000	\$9,000	\$88	\$8,912
Asphalt and Curblin repairs	\$20,000	\$6,667	\$0	\$6,667
Golf Course Pathways	\$10,000	\$3,333	\$0	\$3,333
Golf Course Bridge Maintenance	\$30,000	\$10,000	\$0	\$10,000
Pond Repairs	\$10,000	\$3,333	\$0	\$3,333
Paver Maintenance	\$11,500	\$3,833	\$0	\$3,833
Restaurant Equipment	\$16,000	\$5,333	\$0	\$5,333
Fence Repairs	\$0	\$0	\$3,500	(\$3,500)
Stormwater Management	\$0	\$0	\$24,243	(\$24,243)
Other Current Charges	\$650	\$217	\$19	\$198
TOTAL EXPENDITURES	<u>\$259,450</u>	<u>\$86,483</u>	<u>\$34,095</u>	<u>\$52,389</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$197,451</u>	<u>\$369,751</u>	<u>\$423,996</u>	<u>\$54,245</u>
Net change in fund balance	<u>\$197,451</u>	<u>\$369,751</u>	<u>\$423,996</u>	<u>\$54,245</u>
FUND BALANCE - Beginning	\$273,754		\$309,127	
FUND BALANCE - Ending	<u>\$471,205</u>		<u>\$733,123</u>	

SECTION C

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended January 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/23	ACTUAL THRU 01/31/23	VARIANCE
<u>REVENUES:</u>				
Special Assessments - Levy ⁽¹⁾	\$2,055,306	\$1,971,358	\$1,971,358	\$0
Rental Income	\$40,000	\$13,333	\$21,323	\$7,989
Special Events Revenue	\$130,000	\$130,000	\$147,417	\$17,417
Newsletter Ad Revenue	\$95,000	\$31,667	\$43,358	\$11,691
Interest Income	\$1,000	\$333	\$2,022	\$1,689
Insurance Proceeds	\$0	\$0	\$32,721	\$32,721
Miscellaneous Income	\$5,000	\$1,667	\$5,702	\$4,036
TOTAL REVENUES	\$2,326,306	\$2,148,358	\$2,223,901	\$75,543
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Supervisor Fees	\$4,000	\$1,333	\$1,700	(\$366)
FICA Expense	\$306	\$102	\$130	(\$28)
Engineering	\$60,000	\$20,000	\$6,402	\$13,598
Arbitrage	\$600	\$200	\$0	\$200
Dissemination	\$1,500	\$500	\$500	\$0
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0
Attorney	\$30,000	\$10,000	\$8,485	\$1,515
Annual Audit	\$3,850	\$1,283	\$0	\$1,283
Trustee Fees	\$4,310	\$1,437	\$0	\$1,437
Management Fees	\$63,248	\$21,083	\$21,083	\$0
Computer Time	\$1,000	\$333	\$333	\$0
Postage	\$2,500	\$833	\$572	\$262
Printing & Binding	\$1,000	\$333	\$2	\$331
Newsletter Printing	\$50,000	\$16,667	\$18,326	(\$1,659)
Rentals & Leases	\$5,500	\$1,833	\$1,802	\$32
Insurance	\$60,823	\$60,823	\$61,372	(\$549)
Legal Advertising	\$1,500	\$500	\$270	\$230
Other Current Charges	\$1,250	\$417	\$206	\$210
Property Taxes	\$0	\$0	\$0	\$0
Office Supplies	\$175	\$58	\$10	\$48
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$291,737	\$137,911	\$121,367	\$16,544

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended January 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/23	ACTUAL THRU 01/31/23	VARIANCE
<u>Field:</u>				
Field Management Services	\$408,176	\$136,059	\$136,059	\$0
Gate/Patrol/Pool Officers	\$310,273	\$103,424	\$104,519	(\$1,095)
Pest Control	\$4,690	\$1,563	\$1,120	\$443
Security/Fire Alarm/Gate Repairs	\$7,500	\$2,500	\$3,031	(\$531)
Telephone/Internet	\$13,600	\$4,533	\$5,012	(\$478)
Electric	\$220,000	\$73,333	\$74,508	(\$1,175)
Water	\$16,000	\$5,333	\$2,777	\$2,556
Gas-Pool	\$25,000	\$8,333	\$9,698	(\$1,365)
Refuse	\$14,000	\$4,667	\$1,302	\$3,364
Repairs & Maintenance-Clubhouse	\$57,600	\$19,200	\$12,455	\$6,745
Repairs & Maintenance-Fitness Center	\$3,000	\$1,000	\$699	\$301
Repairs & Maintenance-Bowling Lanes	\$17,000	\$5,667	\$3,726	\$1,941
Repairs & Maintenance-Restaurant	\$0	\$0	\$4,304	(\$4,304)
Furniture, Fixtures, Equipment	\$15,000	\$5,000	\$0	\$5,000
Repairs & Maintenance-Golf Cart	\$5,400	\$1,800	\$1,431	\$369
Repairs & Maintenance-Pool	\$20,000	\$6,667	\$13,266	(\$6,600)
Landscape Maintenance	\$194,520	\$64,840	\$64,840	\$0
Plant Replacement	\$7,000	\$2,333	\$2,314	\$19
Irrigation Repairs	\$3,500	\$1,167	\$0	\$1,167
Lake Maintenance	\$49,545	\$16,515	\$15,580	\$935
Wetland Mitigation and Maintenance	\$41,595	\$13,865	\$0	\$13,865
Permits/Inspections	\$2,200	\$733	\$1,249	(\$515)
Office Supplies/Printing/Binding	\$5,000	\$1,667	\$394	\$1,273
Operating Supplies	\$23,000	\$7,667	\$7,201	\$465
Credit Card Processing Fees	\$5,500	\$1,833	\$2,412	(\$578)
Dues & Subscriptions	\$9,000	\$3,000	\$2,038	\$962
Decorations	\$2,000	\$667	\$825	(\$159)
Special Events	\$130,000	\$43,333	\$63,486	(\$20,153)
Traffic Accident Repairs	\$0	\$0	\$6,085	(\$6,085)
Storm Damage	\$0	\$0	\$5,755	(\$5,755)
TOTAL FIELD	\$1,610,099	\$536,700	\$546,087	(\$9,387)
TOTAL EXPENDITURES	\$1,901,836	\$674,611	\$667,454	\$7,157
Excess (deficiency) of revenues over (under) expenditures	\$424,469	\$1,473,747	\$1,556,447	\$82,700
OTHER FINANCING SOURCES/(USES)				
Capital Reserve-Transfer Out	(\$455,901)	(\$455,901)	(\$455,901)	\$0
TOTAL OTHER FINANCING SOURCES/(USES)	(\$455,901)	(\$455,901)	(\$455,901)	\$0
Net change in fund balance	(\$31,431)	\$1,017,847	\$1,100,547	\$82,700
FUND BALANCE - Beginning	\$31,431		\$46,094	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$1,146,640</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 January 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 01/31/23	ACTUAL THRU 01/31/23	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$500	\$167	\$1,729	\$1,562
Assessments - Levy	\$435,837	\$402,084	\$402,084	\$0
Assessments - Prepayments A-1	\$0	\$0	\$17,369	\$17,369
TOTAL REVENUES	<u>\$436,337</u>	<u>\$402,251</u>	<u>\$421,182</u>	<u>\$18,931</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>\$318,376</u>	<u>\$337,307</u>	<u>\$18,931</u>
Net change in fund balance	<u>\$18,587</u>	<u>\$318,376</u>	<u>\$337,307</u>	<u>\$18,931</u>
FUND BALANCE - Beginning	\$153,012		\$399,271	
FUND BALANCE - Ending	<u>\$171,600</u>		<u>\$736,579</u>	

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

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

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

Total Current Bonds Outstanding		\$3,355,000.00
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LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

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

	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
<i>Revenues</i>													
Maintenance Assessments	\$0	\$456,778	\$1,456,638	\$57,942	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,971,358
Rental Income	\$9,000	\$3,650	\$6,373	\$2,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,323
Special Events Revenue	\$99,784	\$24,108	\$7,150	\$16,375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,417
Newsletter Ad Revenue	\$10,866	\$5,790	\$12,492	\$14,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,358
Interest Income	\$113	\$0	\$0	\$1,909	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,022
Insurance Proceeds	\$0	\$0	\$6,085	\$26,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,721
Miscellaneous Income	\$2,361	\$834	\$881	\$1,626	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,702
<i>Total Revenues</i>	\$122,124	\$491,160	\$1,489,620	\$120,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,223,901
<u>ADMINISTRATIVE:</u>													
Supervisor Fees	\$417	\$0	\$208	\$1,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
FICA Expense	\$32	\$0	\$16	\$82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130
Engineering	\$1,724	\$1,289	\$1,790	\$1,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,402
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Dissemination-Amort Schedules	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,909	\$1,601	\$3,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,485
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	\$5,271	\$5,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,083
Computer Time	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
Postage	\$133	\$88	\$92	\$259	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$572
Printing & Binding	\$0	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
Newsletter Printing	\$4,480	\$4,532	\$4,621	\$4,693	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,326
Rentals & Leases	\$163	\$163	\$1,253	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,802
Insurance	\$60,813	\$0	\$0	\$559	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,372
Legal Advertising	\$270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$270
Other Current Charges	\$81	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$206
Property Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$8	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Total Administrative</i>	\$76,676	\$13,161	\$17,560	\$13,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,367

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	\$34,015	\$34,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,059
Gate/Patrol/Pool Officers	\$25,292	\$24,950	\$26,975	\$27,303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,519
Pest Control	\$0	\$450	\$365	\$305	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,120
Security/Fire Alarm/Gate Repairs	\$248	\$683	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,031
Telephone/Internet	\$1,162	\$1,164	\$827	\$1,858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,012
Electric	\$17,707	\$18,977	\$17,947	\$19,877	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,508
Water	\$965	\$772	\$657	\$383	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,777
Gas-Pool	\$2,164	\$2,153	\$2,057	\$3,324	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,698
Refuse	\$217	\$344	\$344	\$397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,302
Repairs & Maintenance-Clubhouse	\$2,963	\$5,843	\$1,710	\$1,938	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,455
Repairs & Maintenance-Fitness Center	\$185	\$0	\$0	\$514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$699
Repairs & Maintenance-Bowling Lanes	\$1,245	\$962	\$1,519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,726
Repairs & Maintenance-Restaurant	\$0	\$1,600	\$2,226	\$478	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,304
Furniture, Fixtures, Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance-Golf Cart	\$572	\$173	\$514	\$173	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,431
Repairs & Maintenance-Pool	\$3,075	\$5,695	\$300	\$4,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,266
Landscape Maintenance	\$16,210	\$16,210	\$16,210	\$16,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,840
Plant Replacement	\$0	\$0	\$2,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,314
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$3,895	\$3,895	\$3,895	\$3,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,580
Wetland Mitigation and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permits/Inspections	\$659	\$0	\$590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,249
Office Supplies/Printing/Binding	\$82	\$44	\$148	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$394
Operating Supplies	\$2,027	\$730	\$538	\$3,906	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,201
Credit Card Processing Fees	\$235	\$1,314	\$521	\$341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,412
Dues & Subscriptions	\$380	\$165	\$1,072	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,038
Decorations	\$0	\$0	\$769	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$825
Special Events	\$27,314	\$1,251	\$10,661	\$24,261	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,486
Traffic Accident Repairs	\$0	\$0	\$6,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,085
Storm Damage	\$0	\$500	\$5,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,755
TOTAL FIELD	\$140,613	\$121,889	\$139,613	\$143,972	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$546,087

OTHER FINANCING SOURCES/(USES)

Capital Reserve-Transfer Out	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
TOTAL OTHER FINANCING SOURCES/(USES)	\$0	\$0	(\$455,901)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$455,901)
Excess Revenues (Expenditures)	(\$95,165)	\$356,110	\$876,546	(\$36,945)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,547

SECTION D

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

January 23, 2023

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>		
12/15/22	8439	\$17,946.81
12/19/22	8440-8459	\$129,945.73
12/21/22	8460-8461	\$5,730.00
1/6/23	8462-8467	\$9,167.07
1/10/23	8468-8473	\$2,185,724.79
<i>General Fund Total</i>		<u><u>\$2,348,514.40</u></u>

AP300R
*** CHECK NOS. 008439-050000

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

RUN 1/10/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
12/15/22	00061	12/14/22 DECEMBER	202212 320-57200-43000		*	17,946.81	
		SERVICE THRU 12/08/2022					
			TECO				17,946.81 008439
12/19/22	00522	12/14/22 31444531	202212 320-57200-43200		*	272.31	
		PROPANE FOR POOL					
			AMERIGAS				272.31 008440
12/19/22	00057	11/30/22 207556	202211 320-53800-46800		*	3,895.00	
		NOV 22 AQUATIC MAINT.					
			APPLIED AQUATIC MANAGEMENT, INC.				3,895.00 008441
12/19/22	00673	12/12/22 56301267	202212 320-57200-54500		*	52.98	
		SUPPLIES					
			ARAMARK				52.98 008442
12/19/22	00624	12/16/22 121622	202212 320-57200-49400		*	150.00	
		HOLIDAY GOLF CART-REIMBUR					
			CAROLYN BISHOP				150.00 008443
12/19/22	00375	12/02/22 120222	202212 320-57200-54503		*	4,950.00	
		TRAFFICE ACCIDENT REPAIRS					
		12/02/22 120222	202212 320-57200-54502		*	3,000.00	
		HURRICANE DAMAGE					
			BROWN'S STUCCO SYSTEMS, INC.				7,950.00 008444
12/19/22	00055	12/15/22 20735-12	202212 320-57200-43100		*	585.86	
		20735-4141 ASHTON CLUB DR					
		12/15/22 22109-12	202212 320-57200-43100		*	71.26	
		22109-GATE ENTRANCE/IRR					
			CITY OF LAKE WALES-UTILITIES DEPT				657.12 008445
12/19/22	00652	12/14/22 121422	202212 320-57200-54520		*	160.00	
		REPAIR HEAT BOOSTER					
			COMMERCIAL SERVICE COMPANY LLC				160.00 008446
12/19/22	00621	12/15/22 943347	202212 320-57200-54501		*	305.00	
		PEST CONTROL					
			COUNTRY BOY PEST CONTROL				305.00 008447
12/19/22	00214	12/05/22 AR860376	202212 310-51300-42502		*	1,090.52	
		COPIER LEASE					
			DEX IMAGING				1,090.52 008448
12/19/22	00215	10/31/22 450	202210 320-57200-54500		*	977.86	
		OCT 22 - GENERAL MAINT.					

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008439-050000

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

RUN 1/10/23

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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	449	202211 320-57200-34000 NOV 22 FACILITY MAINT.			*	34,014.67	
11/01/22	449	202211 310-51300-51000 OFFICE SUPPLIES			*	2.50	
11/01/22	449	202211 320-57200-49400 EVENT SUPPLIES			*	42.72	
12/01/22	451	202211 320-57200-34000 DEC 22 FACILITY MAINT.			*	34,014.67	
12/01/22	451	202211 310-51300-51000 OFFICE SUPPLIES			*	2.50	
12/01/22	451	202211 310-51300-42500 COPIES			*	1.80	
12/01/22	451	202211 320-57200-54500 SUPPLIES			*	68.99	
GMS-CENTRAL FLORIDA, LLC							69,125.71 008449
12/19/22	00067	12/09/22 225026 202212 320-57200-34500 ANNUAL FIRE ALARM INSPECT			*	89.90	
		12/09/22 225026 202212 320-57200-54100 ANNUAL FIRE ALARM INSPECT			*	590.00	
THE HARTLINE ALARM COMPANY, INC.							679.90 008450
12/19/22	00164	12/09/22 107281 202211 310-51300-31500 LEGAL FEES THRU 11/30/22			*	1,601.00	
LATHAM, LUNA, EDEN & BEAUDINE,LLP							1,601.00 008451
12/19/22	00663	12/16/22 20770622 202206 330-57200-52000 FINAL INVOICE			*	25,193.80	
		12/16/22 20770622 202206 330-57200-52004 FINAL INVOICE			*	8,967.07	
		12/16/22 20770622 202206 330-57200-12000 FINAL INVOICE			*	8,968.73	
		12/16/22 20770622 202206 330-57200-12100 FINAL INVOICE			*	24,976.75	
		12/16/22 20770622 202206 330-57200-21000 FINAL INVOICE			*	6,993.49	
		12/16/22 20770622 202206 330-57200-34000 FINAL INVOICE			*	5,833.35	
		12/16/22 20770622 202206 330-57200-45000 FINAL INVOICE			*	501.79	
		12/16/22 20770622 202206 300-34700-10000 FINAL INVOICE			*	40,229.86-	
		12/16/22 20770622 202206 300-34700-10001 FINAL INVOICE			*	7,643.44-	
		12/16/22 20770622 202206 300-34700-10003 FINAL INVOICE			*	1,100.00-	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 008439-050000

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

RUN 1/10/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		12/16/22	20770622 202206 300-36900-10000		*	13,827.25-	
			FINAL INVOICE				
		12/16/22	20770622 202206 300-38100-10000		*	18,634.43-	
			FINAL INVOICE				
		12/16/22	20770622 202206 300-13100-10000		*	18,634.43	
			FINAL INVOICE				
		12/16/22	20770622 202206 600-58100-10000		*	18,634.43	
			FINAL INVOICE				
		12/16/22	20770622 202206 600-20700-10000		*	18,634.43-	
			FINAL INVOICE				
				METZ CULINARY MANAGEMENT			18,634.43 008452
12/19/22	00720	1/11/23 17	202301 320-57200-49400		*	150.00	
			KARAOKE-1/11/2023				
				WAYNE A. MORSE			150.00 008453
12/19/22	00731	12/14/22 357388	202212 320-57200-54520		*	1,416.00	
			HARD SURFACE CLEAN				
				STANLEY STEEMER LAKE LAND			1,416.00 008454
12/19/22	00703	12/09/22 13887	202212 320-57200-34500		*	2,009.98	
			2-17FT LED BARRIER GATE				
				SUMMERLIN FENCE & FEED INC			2,009.98 008455
12/19/22	00471	12/14/22 117	202212 320-57200-52005		*	280.00	
			HOLIDAY DECORATING				
				THE WILD HARE FLOWERS AND EVENTS			280.00 008456
12/19/22	00664	12/02/22 1561-120	202211 320-57200-54000		*	164.96	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 310-51300-42000		*	31.99	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-49400		*	472.78	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-52000		*	676.78	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 320-57200-54500		*	571.81	
			CC PURCHASES THRU 12/02				
		12/02/22 1561-120	202211 300-36900-10300		*	112.54-	
			CC PURCHASES THRU 12/02				
				WELLS FARGO			1,805.78 008457
12/19/22	00445	12/01/22 OS464570	202212 320-57200-46200		*	16,210.00	
			DEC 22 LANDSCAPE MAINT.				
				YELLOWSTONE LANDSCAPE			16,210.00 008458
				LAKA LAKE ASHTON SHENNING			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/19/22	00487	3/28/23 032823	202212 320-57200-49400	DEPOSIT-FIRE OF GEORGIA	*	3,500.00	
				WORLD TOURING LLC			3,500.00 008459
12/21/22	00732	12/31/22 123122	202212 320-57200-49400	NEW YEARS EVE CATERING	*	3,312.00	
				D'ORO PALAZZO LLC			3,312.00 008460
12/21/22	00732	1/01/23 010123	202301 320-57200-49400	NEW YEARS DAY CATERING	*	2,418.00	
				D'ORO PALAZZO LLC			2,418.00 008461
1/06/23	00522	12/21/22 31447039	202212 320-57200-43200	PROPANE-POOL	*	345.32	
				AMERIGAS			345.32 008462
1/06/23	00673	12/19/22 56301304	202212 320-57200-52000	SUPPLIES	*	52.98	
				ARAMARK			52.98 008463
1/06/23	00695	12/21/22 16744750	202301 320-57200-41000	SVCS-01/23	*	1,802.21	
				CHARTER COMMUNICATIONS			1,802.21 008464
1/06/23	00003	12/27/22 79909876	202212 310-51300-42000	DELIVERIES THRU 12212022	*	35.92	
				FEDEX			35.92 008465
1/06/23	00036	1/01/23 216	202301 310-51300-34000	MGMT FEES-01/2023	*	5,270.67	
		1/01/23 216	202301 310-51300-35100	COMPUTER TIME	*	83.33	
		1/01/23 216	202301 310-51300-31300	DISSEMINATION AGT SVCS	*	125.00	
				GMS - SO FLORIDA, LLC			5,479.00 008466
1/06/23	00631	12/12/22 1916535	202211 310-51300-31100	SVCS-11/22	*	1,289.14	
				RAYL ENGINEERING & SURVEYING, LLC			1,289.14 008467
1/06/23	00430	12/07/22 50229986	202212 310-51300-42502	COPIER LEASE	*	162.50	
				WELLS FARGO VENDOR FINANCIAL SVCS			162.50 008468
1/10/23	00215	1/01/23 453	202301 320-57200-34000	JAN 2023 FIELD MGMT FEES	*	34,014.67	

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		1/01/23 453	202301 310-51300-51000		*	2.50	
			OFFICE SUPPLIES				
		1/01/23 453	202301 310-51300-42000		*	31.26	
			POSTAGE				
		1/01/23 453	202301 320-57200-52005		*	56.68	
			BURLINGTON DECORATIONS				
				GMS-CENTRAL FLORIDA, LLC			34,105.11 008469
1/10/23 00429		9/30/22 011023-F	202301 300-20700-10200		*	807.88	
			TXFER TAX RCPTS TO 2015				
		9/30/22 011023-F	202301 300-20700-10200		*	98.52	
			TXFER TAX RCPTS TO 2015				
		1/10/23 011023	202301 300-20700-10200		*	391,918.78	
			TXFER TAX RCPTS TO 2015				
				LAKE ASHTON CDD			392,825.18 008470
1/10/23 00038		1/10/23 011023	202301 300-15100-10000		*	1,300,000.00	
			TXFER EXCESS FUNDS TO SBA				
				STATE BOARD OF ADMINISTRATION			1,300,000.00 008471
1/10/23 00038		1/10/23 011023-C	202301 300-58100-10000		*	455,900.74	
			TXFER FY23 CAP RESERVE				
		1/10/23 011023-C	202301 600-15100-10000		*	455,900.74	
			TXFER FY23 CAP RESERVE				
		1/10/23 011023-C	202301 600-38100-10000		*	455,900.74-	
			TXFER FY23 CAP RESERVE				
				STATE BOARD OF ADMINISTRATION			455,900.74 008472
1/10/23 00664		1/03/23 1561-010	202212 320-57200-52000		*	2,893.76	
			CC PURCHASES THRU 01/3/23				
				WELLS FARGO			2,893.76 008473
				TOTAL FOR BANK A		2,348,514.40	
				TOTAL FOR REGISTER		2,348,514.40	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2023

								\$2,210,006.00	\$456,971.44	\$2,666,977.44
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	.36300.10100 General Fund	2015-1, 2015-2 Debt Svc Fund	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	\$ 20,421.00	\$ 3,852.02	\$ 816.84	\$ 154.08	\$ 466.04	\$ 22,836.06	\$ 19,212.08	\$ 3,623.98	\$ 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
12/12/22	11/14/22-11/23/22	\$ 678,431.00	\$ 136,742.24	\$ 27,137.24	\$ 5,469.58	\$ 15,651.33	\$ 766,915.09	\$ 638,267.88	\$ 128,647.21	\$ 766,915.09
12/21/22	11/24/22-11/30/22	\$ 735,156.00	\$ 163,245.40	\$ 29,406.67	\$ 6,529.54	\$ 17,249.30	\$ 845,215.89	\$ 691,634.34	\$ 153,581.54	\$ 845,215.89
12/23/22	12/01/22-12/15/22	\$ 134,099.07	\$ 32,944.77	\$ 4,776.58	\$ 1,177.93	\$ 3,221.79	\$ 157,867.54	\$ 126,736.04	\$ 31,131.50	\$ 157,867.54
		\$ 2,033,507.78	\$ 416,497.51	\$ 81,042.50	\$ 16,580.39	\$ 47,047.65	\$ 2,305,334.75	\$ 1,913,415.97	\$ 391,918.78	\$ 2,305,334.75
BALANCE REMAINING		\$176,498.22	\$40,473.93							

Gross Percent Collected	91.86%
Balance Due	\$216,972.15

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

February 27, 2023

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u>General Fund</u>	8474-8490	
1/13/23	8491	\$49,352.85
1/17/23	8492-8494	\$900.00
1/20/23	8495-8502	\$46,632.80
1/24/23	8503	\$10,059.64
1/26/23	8504-8513	\$19,877.41
2/03/23	8514	\$29,306.80
2/06/23	8515-8532	\$7,036.00
2/13/23		\$53,149.43
General Fund Total		<u><u>\$216,314.93</u></u>
<u>Capital Projects Fund</u>		
1/13/23	349	\$21,343.00
Capital Projects Fund Total		<u><u>\$21,343.00</u></u>

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/13/23	00522	12/29/22 31450369	202212 320-57200-43200	PROPANE-POOL	*	1,078.62	
		12/31/22 31451320	202212 320-57200-54520	SERVICE DISPTACH FEE	*	99.99	
		1/06/23 31453339	202301 320-57200-43200	PROPANE-POOL	*	497.14	
				AMERIGAS			1,675.75 008474
1/13/23	00057	12/31/22 208246	202212 320-53800-46800	DEC 22 AQUATIC PLANT MGMT	*	3,895.00	
				APPLIED AQUATIC MANAGEMENT, INC.			3,895.00 008475
1/13/23	00673	12/26/22 56301345	202212 320-57200-54500	SUPPLIES	*	52.98	
		1/02/23 56301389	202301 320-57200-54500	SUPPLIES	*	52.98	
				ARAMARK			105.96 008476
1/13/23	00621	12/23/22 944092	202212 320-57200-54501	SVCS-12/22	*	60.00	
				COUNTRY BOY PEST CONTROL			60.00 008477
1/13/23	00466	12/30/22 47412	202301 310-51300-42501	01/23 LA TIMES NEWSLETTER	*	4,693.00	
				CUSTOMTRADEPRINTING.COM			4,693.00 008478
1/13/23	00067	12/13/22 225533	202212 320-57200-54503	SVCS-12/22 FENCE REPAIRS	*	885.40	
				THE HARTLINE ALARM COMPANY, INC.			885.40 008479
1/13/23	00059	12/08/22 34461	202301 320-57200-45300	SVCS-01/2023	*	1,400.00	
				HEARTLAND COMMERCIAL POOL SERVICES			1,400.00 008480
1/13/23	00504	12/23/22 103237	202212 320-57200-54500	SVCS-12/22	*	1,005.91	
				KINCAID ELECTRICAL SERVICES			1,005.91 008481
1/13/23	00512	1/01/23 2343068	202301 320-57200-41000	SVCS-01/2023	*	55.58	
				KINGS III OF AMERICA, INC.			55.58 008482
1/13/23	00538	1/01/23 10113	202301 320-57200-54506	SVCS-01/2023	*	172.50	
				PERFORMAMCE PLUS CARTS			172.50 008483
				LAKA LAKE ASHTON SHENNING			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
1/13/23	00696	12/31/22 11113797	202212 320-57200-34501	DEC 22 GUARD SVCS.	*	26,974.85	
				SECURITAS SECURITY SERVICES USA, INC			26,974.85 008484
1/13/23	00417	12/31/22 10625676	202212 320-57200-54000	MUSIC LICENSE	*	1,054.00	
				SESAC			1,054.00 008485
1/13/23	00470	1/05/23 01052023	202301 320-57200-52000	SUPPLIES-COFFEE	*	50.14	
				SHUFFLIN'S SQUARES			50.14 008486
1/13/23	00449	11/14/22 3599-BAL	202211 320-57200-54500	BALANCE DUE	*	1,750.00	
				SIGNATURE LIGHTING			1,750.00 008487
1/13/23	00234	12/25/22 16461000	202212 320-57200-52000	SUPPLIES	*	141.72	
		12/25/22 16461000	202212 320-57200-51000	SUPPLIES	*	137.61	
				STAPLES BUSINESS CREDIT			279.33 008488
1/13/23	00587	1/02/23 22025	202209 320-57200-54530	PINSETTER MONITOR-09/22	*	1,159.29	
		1/02/23 22026	202210 320-57200-54530	PINSETTER MONITOR-10/22	*	1,245.42	
		1/02/23 22031	202211 320-57200-54530	PINSETTER MONITOR-11/22	*	961.50	
		1/02/23 22033	202212 320-57200-54530	PINSETTER MONITOR-12/22	*	1,519.22	
				XS BOWLING SERVICE LLC			4,885.43 008489
1/13/23	00445	12/20/22 OS471669	202212 320-57200-46201	BLVD. ISLAND ROBELLINI	*	410.00	
				YELLOWSTONE LANDSCAPE			410.00 008490
1/17/23	00727	1/21/23 012123	202301 320-57200-49400	EKLECTIK HAZE-1/21/2023	*	900.00	
				JOSEPH WILLIAM GALLAGHER II			900.00 008491
1/20/23	00063	1/27/23 012723	202301 320-57200-49400	BRONX WANDERERS-ETS SHOW	*	19,892.80	
				WILLIAM CLARE ENTERTAINMENT			19,892.80 008492
1/20/23	00063	2/03/23 020323	202302 320-57200-49400	STEVE SOLOMON ETS SHOW	*	14,700.00	
				WILLIAM CLARE ENTERTAINMENT			14,700.00 008493
				LAKA LAKE ASHTON SHENNING			

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1/20/23	00063	2/17/23 02172023	202302 320-57200-49400	SHAKE BABY SHAKE-ETS SHOW	*	12,040.00	
				WILLIAM CLARE ENTERTAINMENT			12,040.00 008494
1/24/23	00085	12/22/22 1162282	202212 320-57200-54500	RESET TOLIET	*	166.50	
				A.D. BAYNARD PLUMBING, INC.			166.50 008495
1/24/23	00522	1/11/23 31456456	202301 320-57200-43200	PROPANE	*	434.83	
		1/17/23 31458514	202301 320-57200-43200	PROPANE	*	1,099.88	
				AMERIGAS			1,534.71 008496
1/24/23	00003	1/17/23 80099371	202301 310-51300-42000	DELIVERIES THRU 01/17/23	*	119.72	
				FEDEX			119.72 008497
1/24/23	00610	1/10/23 91276	202301 320-57200-54510	HAND ASSEMBLY-REC SEAT	*	195.72	
		1/10/23 91299	202301 320-57200-54510	2.5AH 3 CELL BATTERY	*	317.99	
				FITNESSMITH			513.71 008498
1/24/23	00059	1/12/23 34791	202301 320-57200-45300	INSTALL NEW LIFTER REPAIR	*	160.00	
		1/12/23 34792	202301 320-57200-45300	INSTALL LED POOL/SPA LGHT	*	1,650.00	
				HEARTLAND COMMERCIAL POOL SERVICES			1,810.00 008499
1/24/23	00164	1/12/23 107386	202212 310-51300-31500	LEGAL FEES THRU 12/31/22	*	3,974.75	
				LATHAM, LUNA, EDEN & BEAUDINE,LLP			3,974.75 008500
1/24/23	00720	1/11/23 18	202302 320-57200-49400	KARAOKE-2/8/2023	*	150.00	
				WAYNE A. MORSE			150.00 008501
1/24/23	00631	1/09/23 1916536	202212 310-51300-31100	SERVICE THRU 12/31/2022	*	1,790.25	
				RAYL ENGINEERING & SURVEYING, LLC			1,790.25 008502
1/26/23	00061	1/17/23 JAN023	202301 320-57200-43000	SERVICE THRU 01/10/2023	*	19,877.41	
				TECO			19,877.41 008503
				LAKA LAKE ASHTON SHENNING			

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2/03/23	00695	1/21/23 16744750	202302 320-57200-41000		*	249.43	
		SVCS-02/2023		CHARTER COMMUNICATIONS			249.43 008504
2/03/23	00055	1/17/23 20735-01	202301 320-57200-43100		*	311.58	
		SVCS-01/2023					
		1/17/23 22109-01	202301 320-57200-43100		*	71.26	
		SVCS-01/2023		CITY OF LAKE WALES-UTILITIES DEPT			382.84 008505
2/03/23	00733	1/30/23 01302023	202301 300-22000-10000		*	500.00	
		REFUND-SECURITY					
		1/30/23 01302023	202301 300-36200-10500		*	17.50-	
		REFUND-SECURITY		MARK EBERHARD			482.50 008506
2/03/23	00133	1/25/23 17871	202301 310-51300-45000		*	559.00	
		WC INS 2023		EGIS INSURANCE ADVISORS,LLC			559.00 008507
2/03/23	00003	1/24/23 80170065	202301 310-51300-42000		*	39.39	
		DELIVERIES THRU 01/17/23		FEDEX			39.39 008508
2/03/23	00610	12/22/22 INV90937	202206 320-57200-54510		*	185.00	
		SVCS-06/2022		FITNESSMITH			185.00 008509
2/03/23	00036	2/01/23 217	202302 310-51300-34000		*	5,270.67	
		MGMT FEES-02/2023					
		2/01/23 217	202302 310-51300-35100		*	83.33	
		COMPUTER TIME					
		2/01/23 217	202302 310-51300-31300		*	125.00	
		DISSEMINATION AGT SVCS					
		2/01/23 217	202302 310-51300-42000		*	29.64	
		POSTAGE AND DELIVERY		GMS - SO FLORIDA, LLC			5,508.64 008510
2/03/23	00734	1/31/23 01312023	202301 320-57200-49400		*	100.00	
		EVENT-02/14/2023		MADISON ROSE GUMBLE			100.00 008511
2/03/23	00735	1/04/23 01042023	202301 320-57200-49400		*	800.00	
		EVENT-02/14/2023		WALT SANDERS			800.00 008512
				LAKA LAKE ASHTON SHENNING			

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2/03/23	00063	2/01/23 02012023	202302 320-57200-49400	FINAL PYMT-EVENT 02/24/23	*	21,000.00	
				WILLIAM CLARE ENTERTAINMENT			21,000.00 008513
2/06/23	00736	2/14/23 021423	202302 320-57200-49400	CHAPEL OF LOVE-CATERER	*	7,036.00	
				CATERING OASIS			7,036.00 008514
2/13/23	00522	1/31/23 31464385	202301 320-57200-43200	PROPANE:POOL	*	1,292.56	
				AMERIGAS			1,292.56 008515
2/13/23	00310	1/02/23 46067892	202301 320-57200-54000	MUSIC LICENSE	*	421.00	
				BMI			421.00 008516
2/13/23	00621	1/23/23 947175	202301 320-57200-54501	PEST CONTROL	*	305.00	
				COUNTRY BOY PEST CONTROL			305.00 008517
2/13/23	00466	2/01/23 47528	202302 310-51300-42501	FEB 23 NEWSLETTER PRINT	*	4,980.00	
				CUSTOMTRADEPRINTING.COM			4,980.00 008518
2/13/23	00003	1/31/23 80240109	202301 310-51300-42000	DELIVERIES THRU 01/31/23	*	68.30	
				FEDEX			68.30 008519
2/13/23	00215	2/01/23 454	202302 320-57200-34000	FEB 23 FACILITY MGMT	*	34,014.67	
		2/01/23 454	202302 310-51300-51000	OFFICE SUPPLIES	*	3.75	
		2/01/23 454	202302 310-51300-42000	POSTAGE	*	14.98	
				GMS-CENTRAL FLORIDA, LLC			34,033.40 008520
2/13/23	00067	1/15/23 225818	202302 320-57200-34500	FIRE ALARM MONITORING	*	195.00	
				THE HARTLINE ALARM COMPANY, INC.			195.00 008521
2/13/23	00059	12/19/22 34602	202212 320-57200-45300	EMERGENCY CALL-12/17/22	*	300.00	
		1/06/23 34666	202302 320-57200-45300	FEB 23 POOL MAINTENANCE	*	1,400.00	
		1/30/23 34903	202302 320-57200-45300	INSTALL NEW VALVE/FLOAT	*	150.00	
				HEARTLAND COMMERCIAL POOL SERVICES			1,850.00 008522
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008474-050000

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

RUN 2/17/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
2/13/23	00098	12/14/22 9625977	202212 320-57200-54500	SUPPLIES	*	209.97	
		12/27/22 6620123	202212 320-57200-54500	SUPPLIES	*	168.67	
		1/03/23 9021007	202301 320-57200-54500	SUPPLIES	*	390.20	
		1/04/23 8510633	202301 320-57200-54500	SUPPLIES	*	152.00	
				HOME DEPOT CREDIT SERVICES			920.84 008523
2/13/23	00504	1/27/23 103364	202301 320-57200-45300	INSTALL DIGITAL PUSH BTN	*	986.34	
				KINCAID ELECTRICAL SERVICES			986.34 008524
2/13/23	00512	2/01/23 2363115	202302 320-57200-41000	SERVICE THRU 02/28/2023	*	55.58	
				KINGS III OF AMERICA, INC.			55.58 008525
2/13/23	00361	1/25/23 1135830	202301 320-57200-54500	COMMERCIAL AC MAINTENANCE	*	1,343.00	
		1/26/23 1135783	202301 320-57200-54520	ICE MACHINE CLEANING	*	478.00	
				MILLER'S CENTRAL AIR, INC.			1,821.00 008526
2/13/23	00538	2/01/23 10115	202302 320-57200-54506	GOLF CART MAINTENANCE	*	172.50	
				PERFORMAMCE PLUS CARTS			172.50 008527
2/13/23	00631	2/06/23 1916537	202301 310-51300-31100	SERVICE THRU 01/31/2023	*	1,598.22	
				RAYL ENGINEERING & SURVEYING, LLC			1,598.22 008528
2/13/23	00234	1/25/23 16466658	202301 320-57200-52000	SUPPLIES/OFFICE SUPPLIES	*	103.12	
		1/25/23 16466658	202301 320-57200-51000	SUPPLIES/OFFICE SUPPLIES	*	120.14	
				STAPLES BUSINESS CREDIT			223.26 008529
2/13/23	00671	2/20/23 022023	202302 320-57200-49400	DJ MARDI GRAS-2/21/2023	*	250.00	
				TRAVELING SOUND AND LIGHT			250.00 008530
2/13/23	00664	2/03/23 1561-020	202301 320-57200-52000	CC PURCHASES THRU 2/3/23	*	3,752.90	
				WELLS FARGO			3,752.90 008531
				LAKA LAKE ASHTON SHENNING			

AP300R
*** CHECK NOS. 008474-050000

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

RUN 2/17/23

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
2/13/23	00430	1/07/23 50234328	202301 310-51300-42502	COPIER LEASE	*	223.53	
WELLS FARGO VENDOR FINANCIAL SVCS							223.53 008532
TOTAL FOR BANK A						216,314.93	
TOTAL FOR REGISTER						216,314.93	

LAKA LAKE ASHTON SHENNING

AP300R
*** CHECK NOS. 000349-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/17/23
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 #
1/13/23	00096	12/15/22 9785	202212 600-53800-60099	CURB/PAVEMENT REPAIRS	*	21,343.00	
S&S CONTRACTING OF POLK COUNTY INC							21,343.00 000349
TOTAL FOR BANK B						21,343.00	
TOTAL FOR REGISTER						21,343.00	

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2023

								\$2,210,006.00	\$456,971.44	\$2,666,977.44
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	.36300.10100 General Fund	2015-1, 2015-2 Debt Svc Fund	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	\$ 20,421.00	\$ 3,852.02	\$ 816.84	\$ 154.08	\$ 466.04	\$ 22,836.06	\$ 19,212.08	\$ 3,623.98	\$ 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
12/12/22	11/14/22-11/23/22	\$ 678,431.00	\$ 136,742.24	\$ 27,137.24	\$ 5,469.58	\$ 15,651.33	\$ 766,915.09	\$ 638,267.88	\$ 128,647.21	\$ 766,915.09
12/21/22	11/24/22-11/30/22	\$ 735,156.00	\$ 163,245.40	\$ 29,406.67	\$ 6,529.54	\$ 17,249.30	\$ 845,215.89	\$ 691,634.34	\$ 153,581.54	\$ 845,215.89
12/23/22	12/01/22-12/15/22	\$ 134,099.07	\$ 32,944.77	\$ 4,776.58	\$ 1,177.93	\$ 3,221.79	\$ 157,867.54	\$ 126,736.04	\$ 31,131.50	\$ 157,867.54
01/18/23	12/16/22-12/31/22	\$ 60,981.31	\$ 10,698.87	\$ 1,856.73	\$ 325.75	\$ 1,389.95	\$ 68,107.75	\$ 57,942.09	\$ 10,165.66	\$ 68,107.75
										\$ -
		\$ 2,094,489.09	\$ 427,196.38	\$ 82,899.23	\$ 16,906.14	\$ 48,437.60	\$ 2,373,442.50	\$ 1,971,358.06	\$ 402,084.44	\$ 2,373,442.50
BALANCE REMAINING		\$115,516.91	\$29,775.06							

Gross Percent Collected	94.55%
Balance Due	\$145,291.97