

*Lake Ashton  
Community Development District*

*Meeting Agenda*

*May 6, 2024*

# AGENDA

# *Lake Ashton*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

April 29, 2024

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

Dear Board Members:

The next meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, May 6, 2024 at 10:00 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 Board meeting by email to [jburns@gmscfl.com](mailto:jburns@gmscfl.com), or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, May 3, 2024.**

**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.*<sup>1</sup>)
4. Consideration of Minutes from the April 15, 2024 Board of Supervisors Meeting
5. Engineering Report
  - A. Consideration of Proposal from S&S Contracting for Wash Out Repair at Bridge #7

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

- B. Turnberry Lane Stormwater Drainage Inlet Assessment Report from Rayl Engineering
- 6. Old Business
  - A. Update Regarding Security (*requested by Supervisor Costello*)
  - B. Discussion Regarding Reconsidering Irrigation Meter Along Thompson Nursery Road (*requested by Supervisor Landgrebe*)
  - C. Ratification of Addendum to the Natural Gas Service Agreement with Florida Public Utilities
  - D. Discussion Regarding Assessments and Capital Projects Fund History (*all items requested by Supervisor Realmuto*)
    - I. Cumulative Assessments Chart (*document provided by Supervisor Realmuto*)
    - II. Capital Project Fund History Chart (*document provided by Supervisor Realmuto*)
    - III. Fiscal Year 2024 Reserve Study Projects and Strategic Planning Projects Combined Listing
    - IV. Fiscal Year 2024 Capital Projects & Contingencies List
- 7. New Business
  - A. Items Relating to the Fiscal Year 2025 Budget Adoption
    - I. Consideration of Resolution 2024-05 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: July 15, 2024), Declaring Special Assessments, and Setting the Public Hearings on the Fiscal Year 2024/2024 Budget and Imposition of Operations and Maintenance Assessments
  - B. Consideration of Reciprocal Easement Agreement
- 8. Monthly Reports
  - A. Attorney
  - B. Lake Ashton Community Director
    - I. Consideration of Quote to Replace Ballroom Projector Screen
  - C. Operations Manager
    - I. Landscaping Update
      - a) Presentation of Monthly Landscaping Checklist and Report
    - II. Consideration of Quotes to Replace Sod and Additional Irrigation to the Clubhouse Pet Play Park
  - D. District Manager's Report
    - I. Presentation of Number of Registered Voters—1,392
- 9. Public Comments
- 10. Supervisor Requests/Supervisor Open Discussion
- 11. Adjournment

# MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Monday, **April 15, 2024** at 9:00 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
Debbie Landgrebe	Assistant Secretary
Mike Costello	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jay Lazarovich	Latham Luna, District Counsel
Christine Wells	Community Director
Matt Fisher	Operations Manager
Garrett Posten	District Engineer, Rayl Engineering
Pete Wittman	Yellowstone Landscaping
Jose Lopez	Yellowstone Landscaping

*The following is a summary of the discussions and actions taken at the April 15, 2024 Lake Ashton Community Development District Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the meeting to order at 9:00 a.m., called roll, and the pledge of allegiance was recited. Five Supervisors were present in person with one attending via Zoom constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. VanSickle asked for any comments on the agenda. Ms. Landgrebe suggested that going forward they put landscaping back with Mr. Fisher under operations as

opposed to up front. Mr. Costello responded that was moved for timing. Ms. VanSickle suggested they move the Engineer item up earlier.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Meeting Agenda, was approved 5-0 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. VanSickle opened the public comment period.

Resident Tom Scali (3084 Dunmore) commented on security. He stated that every time he asks about the new system everyone says they don't know. He suggested that to get the vendor there to tell them what the schedule is to complete the job, when they are going to get their badges and when is this thing going to be finalized.

Resident Frank Kennedy (3065 Dunmore) commented on the boat dock. He stated that the boat dock was dangerous, a disgrace and unacceptable. Ms. VanSickle informed Mr. Kennedy that they would be discussing the boat dock later in this meeting.

Ms. Burns read a comment mailed in from resident Greg Ulrich (3076 Dunmore Drive). He noted concern regarding the proposed budget, specifically the proposed projects list to complete in Fiscal Year 2025. He commented that it seemed that they had a spending problem, not an income problem. He believes that any proposed project should be necessary, not nice to have. He suggested cutting the projects list down considerably and getting numerous quotes to save money on top of that. He also provided a list of unnecessary projects to accomplish this fiscal year, which included backup power for the Clubhouse and Guard House, the Reflection Garden rehab, window tinting for the Clubhouse, and the recumbent bicycles. He added that there were more projects that he questioned, but with only the projects he mentioned, there is potentially \$120,000 saved lessening the potential assessment impact to the community. He urged residents to become more involved in questioning the need for these future capital expenditures and respectfully bringing those concerns to the Board. He concluded his comment thanking the Board for their time and urged them to use their funds in a fiscally responsible manner.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes from the  
March 25, 2024 Board of Supervisors  
Meeting and Budget Workshop**

Ms. VanSickle presented the March 25, 2024 Board of Supervisors meeting minutes and the budget workshop minutes. She asked for any comments or changes. There being no changes to the minutes, there was a motion of approval.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Minutes from the March 25, 2024 Board of Supervisors Meeting and Budget Workshop, were approved 5-0.
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**FIFTH ORDER OF BUSINESS**

**Landscaping Update**

**A. Presentation of Monthly Landscaping Checklist and Report**

Mr. Fisher presented the monthly landscape report to the Board stating that they meet weekly to go over the CDD property. He noted that they had been monitoring some queen palm trees that looked like they were declining and unfortunately that is true, they are dying. They will get a price to have those queen palms trees removed before storm season comes. He stated there was a noticeable amount of water at the entrance. After further investigation, it was a mainline that was cracked and Yellowstone repaired it. He added that it seemed that the mainline got ran over, so they will have to keep an eye on that location when the surveyors are out there parking their vehicles on their property. He pointed out that he noticed when walking the property that they need some new irrigation valve cover boxes. He noted that there are depressions behind the pool on the west side in the turf, which is a potential trip hazard. He added that he will get those trip hazards taken care of.

Mr. Wittman stated they were back into the heavy growing season, so they are on weekly mowing for their St. Augustine areas. He explained that the Bahia will go to weekly mowing in May. He noted that they would see some adjustments, but the communication with Mr. Fisher was key to make sure they get his approval before they make those adjustments. He pointed out that they would see the turf greening up because they did a granular fertilization out there. Now, they have moved into some spot weed control



treatments. He stated they have been working with Mr. Fisher on some of the dog park areas and have put together a plan for a full replacement because now it's bahia, a mixture of weeds, and wild bermuda. He explained that they want to go with a bermuda turf. He further explained the process, which consist of spraying out the existing turf area multiple times. They want to make sure they get rid of every single weed that is in there. He added that they are going to have to talk through what that plan looks like, but he provided Mr. Fisher with the plan ideas they had. Ms. Landgrebe asked what kind of turf they were wanting to put down. Mr. Wittman responded that it was celebration bermudagrass. Ms. Landgrebe asked why the celebration bermuda versus the bahia. Mr. Wittman responded that the bahia would shut down in the wintertime and if they have a lot of traffic on bahia, it will wear down. He explained that the celebration bermuda turf is put on football fields and baseball fields because there is unlimited play on them, and they fill themselves back in very quickly. Ms. Landgrebe also noted that the Japanese Blueberry, which doesn't produce blueberries, was filling out and she assumed that they were going to shape them very nicely. Mr. Wittman responded yes; they need to bring them in a little bit. Mr. Realmuto asked Mr. Wittman if he would provide any kind of guarantee and replace it free of charge or do what needs to be done and give it what the minimum life of it should be or was this an expense they might be looking at again in another two years. Mr. Wittman responded that there was always going to be some kind of damage that is going to occur. He explained that if it was something they did on their neglect, they would absolutely cover it. He further explained that if dogs damage whatever turf they are going to put out there, bermuda is their best chance. He noted that they were willing to work with them like they do on everything. Mr. Realmuto asked how long they anticipated the dog park being closed. Mr. Wittman responded that they could shut it down for three to four weeks, but if they want to do it the right way, they need to shut it down for at least six weeks. Ms. Landgrebe complimented Yellowstone stating she was seeing a little more detailing going on and she thanked them for that. She asked Mr. Wittman about pulling weeds when they see them instead of waiting. Mr. Wittman responded that this was a constant management of them, but if they see a weed that is larger than 6 inches, in his opinion, it just needs to be pulled. He noted that they would make sure Jose gets with the team.

Mr. Fisher noted that staff has been putting in a lot of hours on identifying what grass is suitable for the dog parks. He let the Board know that they were doing their due diligence to see what grass is going to stay well from the dogs running around, etc. He will continue to work with Yellowstone and other resources to make sure they are taken care of on the right type of grass to put in the dog parks. He added that they will also get with Yellowstone on bermuda prices, and they would keep everyone up to date.

Mr. Wittman pointed out that there was a St. Augustine variety that is new that UF developed that is showing that it is ok for dog parks. He noted that it makes him worry a little because he has not saw St. Augustine do well.

**SIXTH ORDER OF BUSINESS**

**Old Business**

**A. Update Regarding Security (*requested by Supervisor Costello*)**

Mr. Costello responded to Mr. Scali's questions. He stated that Ms. Wells and himself have been on top of both Securitas and Techwave and it seems as if they tell them whatever they want to tell them at any given time. He also stated that several weeks ago he was told that everything was completed, and they were waiting for the electrician to finish, and they were going to test the unit. In saying that, he explained that this morning he received an email of tasks left for completion. He noted that Securitas has a person who is supposed to be the coordinator on all of this, and he has been just about zero help. He told Ms. Wells to get a hold of him and tell him to start doing his job or wait until his contract comes up because he didn't see where they should have to put up with this. He stated that they were more or less left at their mercy. After discussion, Ms. VanSickle asked if they could get a supervisor at their next meeting. Ms. Wells responded absolutely.

**B. Items Pertaining to Preliminary Proposed Fiscal Year 2025 Budget**

- I. Review of Fiscal Year 2024 Reserve Study Projects and Strategic Planning Projects Combined Listing**
- II. Draft Fiscal Year 2025 Combined Capital Project Lists with Quotes Provided**
- III. Fiscal Year 2025 Capital Project List and Budget Analysis**
  - a) Draft Fiscal Year 2025 Capital Projects List with Alternative Allocations**
  - b) Fiscal Year 2025 Proposed Budget General Fund Prior Year Comparison**

**c) Fiscal Year 2025 Proposed Budget Capital Projects Funds Updated with Fiscal Year 2025 Capital Projects List**

Ms. VanSickle stated they spent a long time discussing a lot of items and today she would like to give very clear direction to staff. It was noted that staff got direction on 2024. They started with 2025 project lists and budget analysis. Discussion ensued on the community aging and the upkeep which has become quite a bit more than what it was before. Mr. Realmuto pointed out that there was a large number of items contemplated that has nothing to do with their community aging. He noted that he felt they needed to be moderate and fiscally conservative, so they have the money available to replace what needs to be replaced and deal with what needs to be done in their aging community. He added that if they spend it on new desires, it might not be available for what needs to be maintained and replaced. Ms. VanSickle brought Mr. Realmuto's attention to how this community has grown and evolved. She stated that they grow as the needs of their residents grow and she feels they need to stay up with that. Ms. Landgrebe stated she feels there is a fiscal balance that they need to adhere to. She pointed out that part of their issue was trying to get caught up financially based on what was done years ago when Boards did not raise assessments or even reduce assessments and now, they are seeing the impact. She noted that some of the items that were referred to like the outdoor pier or the outdoor concerts is something for the future, but if they don't start planning for that now, they may not have the finances to do it in the future without increasing excessively.

Mr. Costello stated that the U.S. Labor Department came out with a 3.5 increase in inflation. He stated that inflation right now is going to kill them. He stated that they have to reinvent this place somewhat over the years because if they don't, they are going to take the value of their houses and they are going to be nowhere. He explained that moving forward, they not only have to keep up with what is going on, but they have to move a little bit ahead. Mr. Realmuto stated that he seems to be hearing some Supervisors saying they have an assessment problem, and that they were not assessing their residents enough to cover their costs of an aging community. He noted that he didn't feel that they had an assessment problem; he thinks they have a spending problem that they seriously need to address and get under control. It was decided to move on, prioritize their list and go straight to their budget.

Ms. Wells commented that when they get to contingencies, she accidentally put cinema amps under projects to complete in Fiscal Year 2025, but at the budget workshop, it was said to put it in contingencies. She stated when they look at the amount for contingencies, the cinema amps should be included in that amount from the discussion at the budget workshop. Ms. VanSickle stated that restaurant equipment also needed to be added to contingencies. Ms. Wells noted that there were three items that came up after and were not previously talked about at the budget workshop, so she didn't put them in a category. The three items that will be moved to contingencies is the restaurant equipment contingency for \$15,000, HVAC – Restaurant Kitchen Unit for \$28,000 and additional recumbent stepper for \$6,200.

Ms. Landgrebe asked how big the lettering was on the signage. The response was that the lettering was as big as what they currently have. Ms. Wells explained that there is 25 that are needing replacement as soon as possible and the other 25 can wait if the Board wants to. She added that it was a little bit higher cost if they split them up. Ms. Landgrebe suggested that signage for all 50 stays in the budget.

The Board discussed items that they feel needs to come out of the budget. Ms. Landgrebe didn't feel like the recumbent bicycles needs to be in for 2025. Ms. Wells stated that the recumbent bicycles were good as far as their last preventative maintenance plan, so they could go to Fiscal Year 2026. She added that if it does come up where one breaks down, it is a low enough cost of \$3,400 that they could anticipate replacement of the operating budget. Mr. Realmuto suggested that they move those to the future category. The Board agreed. It was decided that the tennis courts need to be done. Ms. Landgrebe stated that they should reconsider not adding backup power for the clubhouse and guard house for 2025 or the reflection garden. The Board agreed. It was noted to have a better plan but have something in contingency. Ms. VanSickle stated that Ms. Wells had some ideas, but she suggested putting a contingency in there if they need to go with a landscape designer to get a design, so they know where they are headed. Mr. Realmuto stated he thought to put this in contingency would be a misuse of contingency. Discussion ensued on the reflection garden rehab item. Ms. VanSickle would like to have some money put in there in case they need to hire a landscape designer. She stated they need a major plan. After discussion, it was decided to go with \$15,000 in contingency. Mr.

Realmuto added that he personally thought they could also delay at least one year to upgrade the speakers and sound equipment. Ms. VanSickle disagreed with the suggestion to delay upgrading the speakers and sound equipment. Discussion ensued on upgrading the sound system. Mr. Realmuto voted no on upgrading the sound system now, Ms. Landgrebe and Ms. VanSickle voted yes to upgrading the sounds system now, Mr. Howison is on the fence about upgrading the system now and Mr. Costello wants to see a few more estimates as far as what they can do in order to improve the system. Mr. Realmuto would be more in favor of putting in a contingency. The window tinting was briefly discussed, and it was decided to remove it.

Ms. Burns stated that it may be important to consider alternate funding sources rather than O&M assessments at some point. She pointed out that if they were talking about completely redoing the back area and building, those are eligible improvements for a bond issuance. She explained that she wanted to throw that out something that was an option. She added that there was not an out-of-pocket cost to do that either. She further explained that all of the fees and everything for all the professionals are paid out of the bond issuance. Mr. Realmuto thanked Ms. Burns for bringing that to their attention. He pointed out that typically bond issues are done for things that have long lifetimes. He believes that it would be unwise to fund things with a 30-year bond that has an expected lifetime of less than 30 years. He added that they need to recognize that at current interest rates, the total cost over whatever period it is spread over would be considerably more. He suggested that garden refurbishments were probably not an appropriate use of bonds because plans don't have a 30-year lifetime.

**A. Engineer**

*\*This item was moved up in the agenda.*

Mr. Posten updated the Board on his report which included the cart path repairs, 4173 Limerick, Hole #4 Green Bridge (Bridge #7), pond/cart path proximity review and Turnberry. The cart path repairs are going to happen tomorrow. It was clarified that they showed up today. He stated that for the 4173 Limerick surface depression, they got a quote from AAA \$5,340. He also provided an option to fill the depression for about \$500, but they could provide an official quote if the Board was interested. After discussion, it was decided to go ahead and approve the quote for AAA to repair this in four to six weeks.

On MOTION by Mr. Howison, seconded by Ms. VanSickle, with all in favor, the Quote for AAA to Repair Surface Depression in Four to Six Weeks, was approved 5-0.

Ms. Wells encouraged everyone that if they see a depression, let staff know so they can investigate it before it becomes a big problem.

Mr. Posten continued reviewing his report items. He stated that for Bridge #7, which is the Hole #4 bridge, they reached out to EMC Docks who has been doing some of the bridge work there and got their opinion, but it isn't work they are going to do. They are looking for other quotes from other contractors. He explained that they would rather not wait on this until another Board meeting and then get on somebody's schedule. He further explained that they were looking for maybe a NTE on that repair of \$3,500. He added that they could continue to go out for quotes and then come to the Board.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, NTE \$3,500 for Repair of Bridge #7, was approved 5-0.

Mr. Posten continued presenting his report reviewing the pond/cart path proximity. He stated they were continuing to narrow that scope down so they can come up with a number for the budget for the Board. He also stated that they were asked to narrow down the scope of work for Turnberry for a repave and to look at those catch basins. They have done their initial run through for Turnberry and they are putting together a report and should have that soon.

Mr. Realmuto wanted to get Mr. Posten's assessment on the current condition of the east and west parking lots for the clubhouse. Mr. Posten responded that they have not done an assessment of the parking lots and he didn't have a good answer of what condition they are in. He noted that seal coating was always typically recommended. He added that it did improve the longevity, but where they are at now versus how much life they would get out of seal coating, he didn't know an answer off hand. Mr. Realmuto was looking for an opinion from a professional. Mr. Posten is going to come back with a recommendation. Ms. Wells noted that the parking lots were resurfaced in 2018. Mr.

Howison asked for the general rule for a parking lot on what would be the useful life. Mr. Posten responded about 20 years.

The Board circled back to discussing their project list in B. It was noted that they will pick up their discussion on the trim lights for the clubhouse and guard house as well as Christmas lights on the project lists, which the Board agreed needed to stay. Mr. Realmuto asked what the \$16,100 for replacing sod at pet play park includes. It was noted that it includes the sod and irrigation, and the pavers were suggested to be added to that.

Ms. Wells stated that she didn't do contingencies. She explained when they moved out cinema amps and reflection garden rehab to contingencies, they were at \$258,359, which includes asphalt pavement for Turnberry and the pressure washing and sealing of bridges. She explained that including the contingencies and the projects through reflection garden rehab, it is \$491,569, which includes the restaurant equipment contingency, the HVAC contingency and everything else through reflection garden rehab.

The window tinting was discussed. Mr. Realmuto pointed out that in the previous version they had at the last meeting, there was \$29,000 and change included for the catch basins, and it was partially moved to stormwater management, which was the reason it was increased from the \$40,000 under contingency to \$50,000 in this list, but not the full amount. He explained that was a number that changed in the sum total and between those it was decreased by \$20,000. He hoped that was sufficient especially when they talk about the catch basins probably needing to be done at the same time that they replace the pavement on Turnberry. Ms. VanSickle noted they also need to discuss the conversion or replacement of the restaurant equipment if they decide to go to natural gas because if they decide to do that, they have got to have something on there for that. Ms. Wells provided an option of just replacing the roofline lights and all the string lights for \$12,410.87. She stated that the amount in there for \$7,300 is if those roofline lights are removed. She explained that the \$1,900 each year to install was if those rooflines are removed. She further explained that if they do add those lights, the amount would go to \$12,410.87 and they would pay \$3,500 a year to install versus the \$1,900. The Board liked the idea of the trim lights and that they have a longer useful life.

Ms. Wells discussed the front entrance lighting. The last item on the projects to complete in Fiscal Year 2025 is the potential property acquisition, which did not have an amount.

Mr. Howison stated that he talked to Jim Lee, the developer, and his team with regard to the sales office. He stated that at some point in time when the sales office is sold, it might be better for them to control that. He explained that they have come forward with an offer that he thinks the purchase price would exceed what the building is valued at. He noted that they would want to do an appraisal of that building before they do anything. He stated that they had come forward with a proposal to carry them for five years at a fixed 6% rate, no interest year one, no payments year one, interest only payments for the next four years and then they would need to finance the purchase of that building at the appraised value. He noted that a large purchase like this might be better financed with a bond. They are not in a position to negotiate everything at this point, but moving forward, they can be if it is the pleasure of the Board. He further explained that there was about 8,500 square feet of leasable space there. He added that part of the deal would be that the resale office would remain for a certain period of time with their lease being free. He stated that building could offer them additional amenity space, which is sorely needed. He also stated that it could generate about a little under \$200,000 a year in lease. Discussion ensued on Mr. Howison's presented proposal. Mr. Howison asked for the Board's approval to move forward and at least get quotes for an appraisal and an inspection and then they can bring it back to the next meeting and vote on it. He added that he thinks the owners would like to have something done by the end of this fiscal year.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, a NTE \$2,000 for Appraisal on Sales Building, was approved 5-0.
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Mr. Realmuto asked if they had a conclusion on the front entrance lighting. The response was that was being moved to future. Ms. Wells clarified that she had the wrong amount, and it totaled \$535,469. Ms. Landgrebe asked if it was \$16,000 or \$30,000 for the dog path park. Ms. Wells responded that it just included the \$16,100. She added that



there was some amount in the Fiscal Year 2024 budget for the pavers, but it was not the entire amount. Ms. Landgrebe asked how much was in the current. Ms. Wells responded \$4,400. Ms. Landgrebe asked if it was the \$16,000 plus the additional. Ms. Wells responded yes if they want to do it in the Fiscal Year 2024 or 2025. She added the same thing would be for the sod if they want to do it in Fiscal Year 2024 or 2025. Ms. Landgrebe asked if it would be the same project, but all at once but some in this year and some in next year. Ms. Wells responded that if she was asking for her opinion, she has a strong desire to do it all together and the sooner the better. Ms. VanSickle stated that before they lay the sod, they need to decide what they are going to do with the pavers and the irrigation. Mr. Howison asked about grading as well. Ms. Wells responded that was if they do option one, which would include grading. Mr. Costello stated that no matter what they put in, the dogs are going to tear it up. He also stated that in the packet they have proposals for pavers in different things and he thinks they need to look at that before they move forward with any kind of numbers because it could change it dramatically. Ms. Wells presented proposal options for the Board. Discussion ensued on the options presented. After discussion, it was decided to go with option one for the pavers and Mr. Realmuto opposed.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with Ms. Landgrebe, Ms. VanSickle, Mr. Costello and Mr. Howison in favor and Mr. Realmuto opposed, Option One for Pavers, was approved 4-1.

The sod was discussed, and they have not approved a specific quote for that. Discussion ensued and Mr. Realmuto asked how high they were willing to go on a yearly assessment increase. Ms. VanSickle suggested picking an amount they are comfortable with spending and move forward. Mr. Realmuto responded that he was not comfortable doing that without knowing how they are going to get that money and where it is going to leave the capital projects fund. Ms. VanSickle stated their capital projects fund was not in very good shape. Ms. VanSickle stated that they need to keep in the back of their minds alternate funding sources, and she suggested they need to work a little harder on that. She added that Ms. Wells has been doing a wonderful job on that, but they have to have

a plan and they need to know what they are doing. She pointed out that they have their budget that they have not got to yet. She asked if they should move on to Mr. Realmuto's item and go to the budget.

Mr. Realmuto explained two views with one being they've determined what they need to spend and then they raise the funds to meet that amount. The other, which is his opinion, is that they decide what they can afford to spend and then work within that budget. He added that they need to reach a compromise. Mr. Realmuto did some calculations to fund the increase that Ms. Wells said, and it would require an assessment increase of almost \$600. Ms. VanSickle didn't think that number was accurate. Mr. Realmuto explained how he arrived at that number. Mr. Howison pointed out that there was a capital reserve fund, so it would not really be a \$600 increase. Mr. Realmuto responded that it would be that much if they didn't want to deplete the capital projects fund.

#### **IV. Discussion and Review of the Preliminary Proposed Fiscal Year 2025 Budget**

Mr. Realmuto stated they have already gone through the first sections list, so they jumped to the second page, which had the grand total. He explained that previously they were going to spend over \$663,000 and it would have required an increase of \$733, but they have now got that amount down to almost \$600. He further explained that was the increase that it would require if they were going to leave the capital projects fund nondepleted. He moved ahead to the capital projects fund skipping the budget page. He reviewed and discussed the reserves chart for Fiscal Year 2024. They started with a beginning balance in the capital projects fund of \$459,669. They did a transfer as budgeted for Fiscal Year 2023 and added to that. They contributed an additional \$449,420. He explained that even without taking into account interest, they essentially started the year, and the transfer didn't take place at the very start of the year. They essentially started with \$909,000 in the capital projects fund. He pointed out that if they just spend the \$533,000 that was budgeted for the current Fiscal Year 2024, that will deplete the fund from the \$909,000 they essentially started with to \$389,606. He explained that fast forward to what they are working on now the Fiscal Year 2025 budget assuming they can stick to at or below the \$533,000. He personally believes they need

to underspend that significantly, so they don't deplete the capital projects fund. But, if that is what they do, they would start the year with \$389,606 in their capital projects fund and they would also only contribute \$282,000 to it down from the \$450,000 the prior year. He added that if they spent anywhere near that \$664,000 or the \$535,000, their capital projects fund at the end of Fiscal Year 2025 would only have \$8,000 in I, which is unacceptable. He stated they needed a lot more than that available to take care of things that break and fail. He s He personally believes they need to underspend that significantly, so they don't deplete the capital projects fund. He suggested that if they really spent that much, they need to determine the level of money that needs to be kept in reserves, which is basically the contingency number. He added that they would not be doing their due diligence as the fiscal custodians for the District if they were to allow the capital projects fund to fall to \$8,000.

Ms. VanSickle stated as they go down the budget, she saw several areas she thought needed to change to adjust what they were actually doing, but she wanted to hear from others. Ms. Realmuto noted there was two budgets, the general fund and the capital projects. Ms. VanSickle noted she wanted to look at the general fund first. She noted that for the newsletter printing, they budgeted \$50,000 and they were estimated to go at almost \$60,000. She asked if they should be increasing that to \$60,000. Mr. Realmuto stated he would take staffs recommendation. He noted that on newsletter ad revenue, it seemed to him they have consistently underbudgeted it. He thinks it is important to estimate their revenue conservatively. They are projected to end the year with \$129,000 in ad revenue. He is not suggesting they change the budget to that, but he noted that \$95,000 was low based on where they are in the year. He was going to suggest changing the budgeted ad revenue to \$100,000. Ms. Wells responded that she looks at the Fiscal Year 2023 numbers when she did this and they ended up Fiscal Year 2023 with \$96,935. She explained that the reason that number is a little high was because that actual is high because most of their ad revenue comes in at the beginning of the year. She further explained that was how Sharon comes up with the projected seven months and the total projected is based on the first five months of the year through February 29, 2024. The Fiscal Year 2023, they did \$96,935. Ms. Burns agreed that instead of looking at the projection, they are better off using actuals at the end of the previous year. Mr.

Howison asked the last time they increased their rates for advertising. Ms. Wells responded it was in 2023. She noted they are on the higher end of cost for advertising, and she would not recommend increasing that right now. Mr. Realmuto also commented on the miscellaneous income, which includes a lot of things, but most notably they signed a contract with Advent that include a contribution going forward of \$8,000 a year FY 2025 and FY 2026. He added that clearly that number should not be less than \$8,000. He pointed out that based on these numbers, in the first five months of the year through February subtracting the \$15,000 from the \$27,000, they have got \$12,000 and he is taking out Advent's \$15,000 contribution. The number he is throwing out there to budget would be \$15,000. Ms. Burns asked if they want to add a line item specially for the Advent. Ms. Wells responded that they already have one now and it is in their financials. She noted that she added it in the middle of the year, so it wasn't included with this budget here. She anticipated that there is going to be a sponsorship line item, which would be \$8,000 for Fiscal Year 2025. She stated that she believed last year they discussed adding an additional revenue line item for special events security, which is currently included in the miscellaneous income and there is direct related expenses to that. She added that they have a special events security expense line item, but the revenue coming in from that is in miscellaneous income. For Fiscal Year 2023, they ended with total \$18,353.72. She explained that if she minus out security clickers, the miscellaneous line-item, which is also if they go over in security, that item as well. She further explained that for the sake of numbers, she deleted those things from that final amount, and it came down to \$9,107.35. She added that Fiscal Year 2023 didn't include any sponsorship, etc. Mr. Realmuto asked for clarification that she was suggesting adding a line item for sponsorships and including just Advent's sponsorship of \$8,000 and then adding a miscellaneous income based on FY 2023 \$9,000. Ms. Wells responded yes. She stated she had \$9,000 for miscellaneous income, an additional line item for Advent Health of \$8,000, and an additional revenue line item for special event security. She noted that the special event security was a little tough because there is a zero-dollar budgeted for it because it depends on what events they have. Technically it was going to be an unbudgeted amount because it won't have an amount to it, but it should be an in and out account. Mr. Realmuto responded exactly, the revenue and expense will offset each

other. Ms. Burns asked what they wanted the number to be for the special event security. Ms. Wells recommended zero just like the expense is zero and they should always get more revenue because they charge more than what Securitas charges them. Ms. VanSickle asked if the restaurant lease income was inaccurate since they reduced the rent. Ms. Burns responded that was just for the summer, so going forward it should be what is in the contract. Ms. Wells stated that it actually ends in May, so unless they plan on changing those amounts, that was the amount it would be for the full year. Mr. Realmuto noted he was done with revenues.

Ms. VanSickle opened discussion on the next item on the list, expenditures. She asked if anybody had anything before newsletter printing that they would like to address. For the newsletter printing, Ms. VanSickle asked if they should go up to \$60,000. Ms. Wells responded that January, February, and March are their biggest additions, and they went up to 48 pages and it was obviously a bigger printing cost. She added that she hoped Valorie and herself could work this summer to get that price down some. They have some different options they want to check out. She noted that to be conservative, they could go up to match what it is now. She pointed out in Fiscal Year 2023 they ended up with \$51,563. Mr. Costello agreed with the \$60,000. After discussion, it was agreed to go with \$55,000. Mr. Realmuto asked Ms. Burns for an explanation on the basis for the insurance. Ms. Burns responded that they received an initial correspondence from the insurance company to look at about a 10% to 15% increase to insurance across the Board. She added that they would not have those numbers until closer to the fiscal year starting when they get their actual renewals, but they used that range for preliminary budget. It was noted that was their best estimate. Ms. Wells noted she had one thing above the insurances for the rentals and leases. She explained that staff was able to renegotiate a new contract for the current copier they have, and it was significantly lower for the copier lease. Included in that \$5,500 is the overages for copies and the maintenance fee that they pay quarterly, which came out to \$3,490. She thinks they would be ok making that \$4,000 in that line item versus the \$5,500.

The Board moved discussion to the maintenance item. Mr. Realmuto stated the first thing he had was the telephone and internet. Ms. Wells explained that staff was able to renegotiate the contract with Spectrum to change their phone system out and do some

changing around with internet, which comes out to about \$6,000 per year with Spectrum. Included in the telephone and internet is the emergency phone at the pool, which is about \$780 a year. She pointed out that they could realistically go down to \$7,500 or \$8,000. After discussion, it was decided to go with \$8,000. Ms. VanSickle stated they were projected to go way over on the gas for the pool. It was noted that was seasonal. Ms. Wells explained that gas for the pool ended up at \$16,690. Mr. Realmuto noted that there were things they can do to manage that. Discussion ensued; Ms. Wells stated she thought they were good with the \$25,000 based on last year's actuals. The Board agreed. Ms. VanSickle suggested going to \$5,400 would make more sense on the irrigation repairs. Mr. Howison pointed out that the bowling lanes were projecting \$9,800 and they have \$17,000 budgeted. He asked if that could come down to \$10,000. Ms. Wells noted that she just approved a maintenance item that is \$3,500 and it does not include January and February; they are missing two months from that, which averages about \$1,200 a month and a \$3,200 repair. She noted that their green golf cart's warranty has expired, and she recommended adding that to the Preventative Maintenance Agreement that they have with Performance Plus that their white golf cart is on. She explained that to get an accurate amount, they need to have it come in for service which is \$100. She stated she based that on what their white golf cart is, and she recommended that amount going up to \$7,500, which is about \$175 per cart per month, and it does include replacement of batteries or replacement of tires and they come once a month to do preventative maintenance to the golf carts. Ms. VanSickle asked Ms. Wells to discuss credit card processing fees. Ms. Wells stated they would see an increase in credit card processing fees, which she explained was heavily related to a lot of credit card transactions coming in in the January and February timeframe with people renewing their entertainment series tickets. She added that they have also been doing more credit card processing because of Ticketleap, so that line item will most likely be overbudget. Mr. Costello asked what kind of alternative they have to credit cards. Discussion ensued on the credit card processing fees. Ms. Wells stated they do see people starting to charge a 3% fee and that was always an option for the Board to consider. She recommended they budget \$7,500 versus the \$5,500. The Board agreed to \$7,500. Mr. Realmuto commented on the landscaping being down in expenses because they removed the annuals contract from

there and they can't expect it to stay there for the next fiscal year, but the number was good for FY 2025.

Ms. VanSickle asked for any options going forward. Mr. Realmuto asked to reduce the capital spending for this current Fiscal Year 2024 and Fiscal Year 2025 to more in the neighborhood of \$300,000 to \$350,000. Ms. VanSickle responded that they have talked about those capital projects for the last year repeatedly and she would have hoped that if Mr. Realmuto was going to come up with this suggestion, he could have come up with it earlier because they are hitting the three-hour mark and after four hours they pay their staff extra. She noted they have to start making a decision and sticking with it. She understands that sometimes they have to adjust it. Mr. Realmuto responded that was not fair because when they put in those numbers, they are not in the budget. He explained that they were used for budgeting purposes, and it was very clearly stated by the Chairman that those numbers were there so that they could spend it, not that they had made a commitment to spend it, which is how they were approved. He clarified that he did object and did raise those issues. He further explained that he used the same line of argument then that they had already discussed this for many months, and they didn't want to discuss it any further. He added that Mr. Howison's answer was that they still had the opportunity to vote on those when the quotes came before them for approval, which is exactly what he is talking about now. He pointed out that the was just trying to inject a dose of reality and if they don't change their spending, then these are the assessment increases that residents are going to be looking at. Ms. VanSickle responded that they need to find a happy medium between their spending, she agreed, and maintaining this community to a standard that they all like. She noted that she had a resident tell her this place was shabby. Ms. Landgrebe explained that whatever they take off the table this year, they are going to have to do it in the next year or two and inflation isn't going down and then they are going to pay more. She added that eight and ten years of no increases impacts and they are feeling that now. Mr. Howison pointed out that the government calculation of inflation over that period of time was a little over 51% and their increase has been about 40%. She stated that they did do a disservice to this community for those eight years by not increasing anything and justifying that by not doing the capital projects that were in the reserve studies. He added that they have to reach a compromise, and,

to Mr. Realmuto’s point, they cannot allow their capital reserve to come down that dangerously. Mr. Realmuto stated with their increases being 40% and inflation was 50%, so there is roughly 10% more they have to go. He commented that to him what might be reasonable to catch up is getting equal with inflation, so 10%. He added that he didn’t think they needed to do that all in one year, but he thought they could get there over two years by 5% a year. Ms. Burns noted they did send notice last year at \$200 and only went up \$100, so if they go up to \$100, they don’t incur the cost of redoing the assessment hearing and notices. After discussion, it was decided to do a \$200 increase. Ms. Burns asked for clarification if the \$200 increase was \$200 total to the assessment or do they want that grossed up to roughly \$214 so they are netting \$200. Mr. Realmuto stated last year was gross. Ms. Burns explained that it would be a \$200 gross on roll collection at which the \$7 per \$100 is netted out.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with Ms. VanSickle, Mr. Costello, Mr. Howison and Ms. Landgrebe in favor and Mr. Realmuto opposed, the \$200 Increase, was approved 4-1.

Ms. Burns commented that they would make these updates and it goes on the agenda for May for consideration and approval. She added that the Board just gave them direction to put it together and there was a resolution that will set the public hearing and actually adopt this as a preliminary budget in May.

**SEVENTH ORDER OF BUSINESS**

**New Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

**I. Presentation of Annual Ethics Reminder Memo**

Mr. Lazarovich presented their firms annual ethics reminders, which is available for review in the agenda package. They send it out to all Supervisor to update them on the Public Records Law and the Sunshine Law as well as voting conflicts. He stated that



if there were any questions, they could reach out to himself, Ms. Burns, or Ms. Carpenter and they can answer those for them.

**C. Lake Ashton Community Director**

Ms. Wells asked for clarification that they have clear direction that they are looking at Fiscal Year 2026 to put that amount in for the reserve study update that Ms. Burns provided a quote for. Ms. Burns clarified that they didn't have any direct to do it and it was just provided for informational purposes only. Ms. VanSickle noted they had a reserve study; it's been updated and worked very hard on. She asked if people were comfortable with that reserve study. After discussion, Ms. VanSickle noted that she thought Ms. Wells did an excellent job on it and she was very comfortable with it. Ms. Wells stated that if anyone has any updates to please let them know so they can update it and have a firmer plan.

Ms. Wells reviewed the Lake Ashton Community Director report. She stated that they do have their first Summer Locals Concert Series this year. There will be nine total bands playing at the Clubhouse and the HFC. They have received a lot of positive feedback from residents that are there during the summer that are looking for some entertainment. The question was asked if they can add more seats for the concert that was sold out. Ms. Wells responded that would be a question for James at the HFC. Mr. Howison said that he has had two people say they can order their tickets online for here, but they can't do it for HFC. He asked for any thought towards at least for this series being able to modify that. Ms. Wells responded that James and herself have talked about that several times, but not yet.

Ms. Wells reviewed the cost savings analysis stating that the information about TECO was included. She noted that they were also working on some credits. They did confirm they received some credits; they haven't told her a final amount yet, but they should see it in the next bill. The information about natural gas is included in the cost savings analysis as well. She explained that they did get over \$9,000 in credits from the City of Lake Wales. She further explained that the credit was on a bill that was about \$45 per month, and it would take a long time to use that credit, so the City of Lake Wales agreed to cut them a check for that. She stated that when that check comes in, they will receive that credit right away.

Ms. Wells reviewed the safety and security in her report. She stated that there was a quote that was sent out under separate cover because she failed to include it with the agenda packet when they first sent it out. The quote is to install a sign in the planter bed in front of the Guard House informing visitors to be prepared to stop and have their driver's licenses scanned to enter. She pointed out that there was a rendering of that included and it is approximately three feet tall and is the same fluted sign. She discussed the different options available. She is fairly confident that they could get that price down a lot more if they do the pole and have them just do the sign. She is trying to find any option that will inform people to be prepared to have their driver's licenses scanned so when they move to the new system, it helps them become prepared for when they come to the guard to get it scanned and it is also a sign to caution them to stop. Mr. Realmuto noted his concern was with sign pollution. He would like to see if staff could work to get the verbosity down so the words can be larger, and people can see it when they are behind the car in front of them. He also suggested to have it somewhere very close to where they would be pulling up to the visitor gate rather than a pole. Discussion ensued on the sign's verbiage and where it should be placed. Ms. Landgrebe asked Ms. Wells if she could find out how much it would be to do the pole their selves. Ms. Wells responded absolutely.

Ms. Wells reviewed the next item stating that it was just for informational purposes. They got a *"Caution Automatic Gate, Gate Closes After Each Vehicle and Do Not Tailgate"* sign and it will be put on the stop sign on the resident's side. She noted that they are hoping to install the ATM this week. They had the electrical outlet install. They moved the HOA bulletin board from the wall it was currently on to the opposite wall. The treadmills have been ordered, but they don't have an estimated time on when they are going to be there yet. She asked if anyone had any questions on the Project Tracking List or anything else on her report. Hearing no questions, Ms. Wells presented some proposals.

**I. Consideration of Quotes to Replace an Air Conditioning Unit**

Ms. Wells presented proposals to replace an air conditioning unit that services the community director's office as well as operation manager and restaurant office. It is a residential unit that is over 20 years old and has already had two repairs to that A/C unit, so ClimateGuard is recommending them replace it before it goes down in the summer and it takes some time to get a three-phase unit in. It is not ones that they keep in stock,

so there is a down time for that. Mr. Realmuto asked if the replacement was a commercial unit. Ms. Wells responded that it was a commercial unit. ClimateGuard is \$5,995 to replace that unit, Integrity Refrigeration and A/C Services, LLC is \$8,795 and Miller's Central Air, Inc. is \$9,224. She pointed out that they all have the same warranty. Staff recommended going with ClimateGuard because it was a significant price difference.

On MOTION by Ms. VanSickle, seconded by Mr. Realmuto, with all in favor, the Proposal from ClimateGuard for Air Conditioning Unit Replacement for \$5,995, was approved 5-0.
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**II. Consideration of Quotes to Install Pavers at the Pet Play Park**

*\*This item was discussed earlier in the meeting.*

**III. Consideration of Proposal to Install Self-Service Kayak Station**

Ms. Wells presented a proposal from Rent Fun to install self-service kayak station. She explained that if the Board wants to move forward with this, it will be an \$18,000 investment. They do not pay anything up front. Rent Fun will retain 100% of the rental fee until they meet the \$18,000 and then after that it is a 50/50 revenue split. They recommend a \$20 to \$25 per two-hour rental and it is all handled through an app, resident to that company. Staff is not involved at all. Mr. Howison noted that he go an email from a gentleman who is the president of the kayak club, and he would like to be involved in planning and offered his assistance. The Board noted concern with the aesthetics of the kayak station as well as having it ADA compliant. Ms. Burns stated that they needed to look into it because the CDD as a unit of government needs to have ADA complaint amenities. Mr. Realmuto wants the attorney to comb through this proposal. He also wants to see something in writing with the total amount Rent Fun needs to recoup before they start sharing revenue. Ms. Wells responded absolutely. She explained that they can do anything with the agreement, but she wanted to see how the Board felt about doing it before they took anything to the attorney or worked anything on the agreement. Mr. Realmuto stated that there may be other questions that they need to answer. One question he noted was if it was their intent to have this available to the public. He also noted that they do have a good turn out when they have a sponsored event for kayaks

and there are kayaks are available to use. He feels residents may feel safer going kayaking on the lake when they are led by an experienced guide. He is skeptical of the number of aging Lake Ashton residents that would feel comfortable taking advantage of this. Ms. Wells stated that the intent of staff was not to open it to the public still if they put it in the pavilion area. They have to be a registered guest or a resident to use it, so it would be available for residents and their guest. She noted that if they go to the boat ramp, it is a possibility that the public would have access to the kayaks because the boat ramp is a public boat ramp. Ms. Landgrebe wants to make sure the attorney does a fine-tooth comb in regard to liability. Mr. Lazarovich responded that they would review this. After discussion, staff is going to get updated information to bring back for May and then they will have the attorney look at it.

#### **IV. Review of TECO Cost Savings Options**

Ms. Wells stated that she has asked TECO a couple of questions that she has not go the answer to. She noted that this has been a project that they have been working on for several months now trying to get some firm answers on if there is any cost savings with their current structure. The Board has said that they don't want to move forward with uninstalling these lights and installing their own streetlights, so the next option would be to go to TECO and see what options they have. They are not willing to buy out or go down on what they currently have, so they provided information that included some cost savings options. She discussed the different options available. Discussion ensued on the different options available.

#### **V. Review of Natural Gas Cost/Benefit Analysis**

Ms. Wells reviewed the natural gas cost/benefit analysis. She noted that they found out that they are able to piggyback on a State of Florida contract, which significantly decreases the cost per therm. She added that there is a fuel charge of 2.36% on the entire bill that is added to this as well as a transportation cost of \$.07 to \$.09 per therm. She added that needs to be included into that current cost per therm. She presented and reviewed different proposal options. After discussion of the options presented, Mr. Realmuto noted his concern of what happens if that agreement is signed, and the restaurant decides to terminate the lease early. He wants to be sure they aren't left

holding any liability to the gas company because of that. Mr. Lazarovich stated that they could take a look at that. Ms. VanSickle noted that she felt this was definitely something they want to look into moving forward. Staff is recommending replacement because of the age of the equipment. After discussion, the Board decided to move forward with the replacement option for all equipment except the spa heater, and they will have counsel review.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Proposal for Replacing All Equipment Except Spa Heater as Recommended, was approved 5-0.

**D. Operations Manager**

Mr. Fisher presented the Operations Manager report to the Board that was included in the agenda packet. He highlighted that the spa lift is operational. He noted that the spa timer is back to a push button. Ms. VanSickle noted that the grass looks very nice behind the pool. Mr. Fisher stated that was something that happened Friday. They got the sod installed behind the pool. He thanked the Board.

**E. District Manager's Report**

**I. Announcing General Election Qualifying Period (Starting 12:00 p.m. Monday, June 10, 2024 and Ending 12:00 p.m. Friday, June 14, 2024)**

Ms. Burns stated the General Election qualifying period which starts on Monday June 10, 2024 and it ends on Friday June 14, 2024. There are two seats up for election. The ad that is required to be placed is included in the package for review and the information is available to residents who are interested. She noted that any questions would be directed to the Supervisor of Elections, or they could reach out to them directly. She noted that there was some discussion about the May meeting's time changing due to conflicts. The Board decided to move the meeting up one week to May 6, 2024 at 10:00 a.m.

Ms. Burns stated that they emailed the Board some correspondence that they received regarding the dock and a request for an easement or acquiring a property in order to access that dock area. In addition to that, she noted that received a letter from code enforcement regarding that dock being in disrepair that was directed to the District.

She pointed out that it was sent related to an address and references a water structure that was sent. She stated some investigation would need to be done because when they pull that address on the property appraiser, that address is listed for four separate parcels, and it is unclear to them whether they sent it to all four property owners who actually owns that dock. Mr. Howison provided background stating that he was contacted recently by a company who is doing the storage facility, and they are proposing to completely rebuild the marina and install a dock. He didn't know the details of any revenue generating or anything like that. He added that their request initially was for them to grant an easement. He explained that they own the land adjacent to the dock and the boat ramp. Ms. VanSickle stated they need a lot more information before they even discuss this. Mr. Realmuto stated given the code enforcement notice, he wanted like to get the issue resolved and understand what the owner of the dock is required to do. He added that he wanted to understand who is legally responsible for cleaning up that area and proceed from there. He noted that they have needs as well if they want them to grant an easement for the part of the access that is necessary to get there. He pointed out that one of the things that was neglected with the acquisition of the golf course is that they don't own the acquisition to the golf cart path from their street that is there. He would like to see them grant Lake Ashton CDD a permanent easement to that so that they, as residents, have the perpetual right to travel over his property from the road to the golf cart path. He added they had been spending money to maintain the cart path and the bridge that is on his property. Mr. Lazarovich stated that he spoke with Ms. Carpenter about this, and she believe that the next step would be to get with the city and the developer and clear out what the intentions are. He added that they want to get more information and set a clear path forward. The Board provided direction to staff to investigate this matter further and report back. Mr. Lazarovich stated they would start with looking into the code enforcement issue and go from there.

**NINTH ORDER OF BUSINESS**

**Financial Report**

- A. Combined Balance Sheet**
- B. Capital Projects Reserve Fund**
- C. Statement of Revenues, Expenditures, and Changes in Fund Balance**
- D. Approval of Check Run Summary**

Ms. VanSickle presented the financial report. The financials were included in the agenda package for review. Mr. Realmuto reviewed the report. There were no questions on the check run summary.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Check Run Summary, was approved 5-0.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Ms. VanSickle opened the meeting up to public comments.

Resident Iris Realmuto (Lot 1031) commented on the engineer’s suggestion on Limerick to put up cones and some painting. She noted that Limerick was an RV street and there are two rallies planned for April and May. She added that the traffic on that small road is reduced and that might be sufficient rather than having Mr. Fisher go out there. She also commented on the kayaking and there being no staff assistance needed. She stated that based on how many people have had trouble with Ticketleap that she had assisted with, there would be staff time in assisting people.

Resident Al Cooney (4303 Ashton Club Drive) commented on TECO stating that he knew they were running the poles and the rent on them is quite high. He noted that it really pays them to do away with that rental and buy the light stander with the light on it and have an electrician plug it in. He thinks by the time they go with TECO again, they are going to be right back where they are right now paying a big bill that they don’t need to be paying. Ms. VanSickle responded that they had looked into that and it was a lot more money. Mr. Realmuto stated that they should remain vigilant on that. He noted that all of their TECO bills are bundled into one number, but they actually pay three times as much for the lighting than they do electricity. It’s \$15,000 a month for lighting versus \$5,000 for electricity.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests / Supervisor Open Discussion**

Mr. Costello stated that he spoke with John. They are going to do the roads that they spoke about last month and they can save the \$10,000.

Ms. Wells asked for direction about pet play park sod replacement. She asked if they wanted staff to come up with some quotes to bring to the pay meeting to have Supervisors look at it to consider if they want to do it this year or come up with quotes and put it for Fiscal Year 2025. Mr. Realmuto asked if that would depend on the timing recommendation. Ms. Wells responded if they do recommend, and they can get it done in this fiscal year. The Board agreed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the meeting was adjourned.
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\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman



# SECTION V



**05/06/2024**

**Lake Ashton I CDD Meeting  
Engineering Report**

**1) Cart Path Repairs**

**2) 4173 Limerick**

- Scheduled for May 14th-15th.

**3) Hole #4 Green Bridge (Bridge # 7)**

- S&S quote for \$7,000.

**4) Pond/Cart Path Proximity (Pond 11, Hole #4 Fairway)**

**5) Turnberry Inlet Assessment**

- See Report

**6) Parking Lot Sealcoat**

**7) Misc. Pavement Depressions**

# SECTION A



S&S Contracting  
of Polk County Inc.  
P.O. Box 158  
Homeland, FL. 33847  
(863) 537-7734

# Estimate

Date	Estimate No.
4/17/2024	E5873

Name/Address
Lake Ashton I CDD 4141 Ashton Club Drive Lake Wales, FL. 33859

Fax #	E-mail
863-537-7199	sscontractingofpc@gmail.com

Wash Out Repair @ Bridge # 7

Description	Qty	Rate Each	Total
Mobilization (LS)	1	500.00	500.00
Furnish & Install Bagged Concrete as Rip Rap under West End of Bridge #7 (LS)	1	3,250.00	3,250.00
Furnish & Install Flowable Fill Up To 2 CY under Cart Path at West End of Bridge #7 (LS)	1	3,250.00	3,250.00

General Terms and Conditions: Price good for 30 days. Bond not included. 3% fee monthly on unpaid balances after 30 days. This quotation shall become part of any subsequent contract.

**Total** \$7,000.00

Approved & Date

# SECTION B



April 28, 2024

**Prepared for:**

Lake Ashton Community Development District  
4141 Ashton Club Drive  
Lake Wales, FL 33859

**Prepared by:**

Garrett R. Posten, PE  
District Engineer, Lake Ashton I CDD  
Rayl Engineering and Surveying, LLC  
810 East Main Street  
Bartow, FL 33830

**RE: Lake Ashton East Turnberry Lane Inlet Assessment**

On Friday, April 5, 2024, an assessment of the Turnberry Lane stormwater drainage inlets was conducted. Our assessment found a number of defects related to the inlets.

The following pages identify the condition of each inlet with accompanying photo exhibit references. It is recommended that at the time of repaving Turnberry Lane, any damage to the inlet tops or adjacent curb and gutter be repaired as well. Many of the repairs detailed in the assessment, such as reflective asphalt cracking, are incidental to the repaving project and will not result in additional costs.

Additionally, a large portion of sunken pavement between 4493 and 4501 Turnberry Lane was documented. This area has been repaired in the past and the defect appears to be related to the City of Lake Wales owned sanitary sewer system. The sewer system was evaluated in October of 2020 by the City of Lake Wales and no defects were found. It is recommended that the City be contacted to evaluate the sanitary sewer system again prior to a repaving project taking place.

Thank you for allowing us to be of service in this regard. If you have any questions regarding this report, please contact me.

Respectfully submitted,

A handwritten signature in blue ink that reads "Garrett R. Posten".

Garrett R. Posten, PE



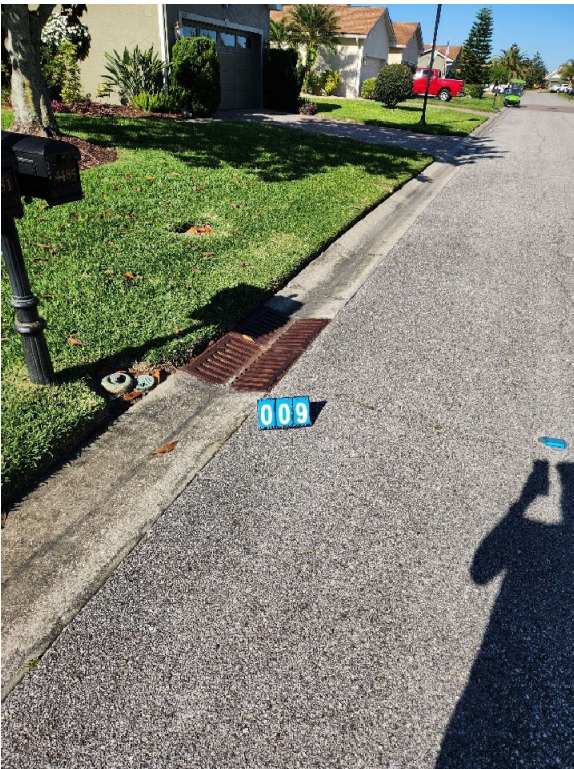
## Turnberry Lane Inlet Assessment Summary

Exhibit	Address	Comments	On 2019 PCI
001	4405	Broken/Sunken curb	YES
002	4408	Broken curb	NO
003	4429	Minor asphalt cracking	NO
004	4428	Curb Cracking	NO
005	4445	Inlet slightly lower than downgrade curb	NO
006	4444	Sunken curb	NO
007	4465	Minor break on curb corner	NO
008	4464/4468	Broken curb	YES
009	4481	Minor transverse cracks in curb	NO
010	4480	Transverse cracks in curb	NO
011	4509	Transvers crack upstream of inlet	NO
012	4508/12	Sunken broken curb upgrade of inlet	YES
013	4500 Waterford Rear	Reflective asphalt cracking & broken curb	NO
014	4556	Reflective asphalt cracking & broken curb.	NO
015	4500 Waterford Corner	Broken Top, sunken on north wing, reflective cracking	NO
016	4564	Reflective Cracking	YES
017	4581	Cracking along curb, sunken at curb	
018	4576/4580	Cracking in pavement around inlet	YES
019	4589/4601	Sunken pavement	YES
020	4588/4592	Sunken pavement reflective cracking	YES
021	4593	Sunken curb, reflective cracking	NO
022	4596	Reflective cracking, slightly sunken	NO
023	Troon W Corner	Minor sunken curb, minor reflective cracking	YES
024	Troon E Corner	Minor sunken curb, minor reflective cracking	YES
025	4608	Sunken curb	YES
026	4633	Slightly sunken curb, deteriorated top, sunken pavement	NO
027	4624/4628	Sunken pavement, reflective cracking	YES
028	4637/4641	Sunken pavement, reflective cracking	YES
029	4636	Sunken pavement, reflective cracking	NO

























# SECTION VI

# SECTION B



# SECTION C

**ADDENDUM TO THE NATURAL GAS SERVICE AGREEMENT**

(Lake Ashton CDD and Florida Public Utilities)

**THIS ADDENDUM TO THE NATURAL GAS SERVICE AGREEMENT** (the “Addendum”), dated April 26, 2024, 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 **FLORIDA PUBLIC UTILITIES**, a Florida Corporation, (hereinafter referred to as “Contractor”), whose mailing address is 208 Wildlight Ave. Yulee FL 32097.

**WHEREAS**, District and Contractor are parties to the Contractor’s Natural Gas Service Agreement, dated April 26, 2024, (the “Agreement”), to which this Addendum is attached **Exhibit “A;”** relating to the replacement of the District’s existing propane gas service to natural gas service within the Clubhouse 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 amend the terms 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, as amended and supplemented by this Addendum (together, the “Contract”), are in full force and effect.
3. 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.
4. 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 Governmental Management Services – Central Florida, LLC.
5. 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.

6. 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.
7. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
8. 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 THE ADDENDUM TO THE  
NATURAL GAS 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: Brenda Vandukle  
Print: Brenda Van Sickle  
Chairman/Vice-Chairman  
Board of Supervisors

**FLORIDA PUBLIC UTILITIES, a**  
Florida Corporation

By: Dean Holden Digitally signed by Dean  
Holden  
Date: 2024.04.26  
Print: 14:12:03 -04'00'  
Title: Director, Organic Growth



**Exhibit “A”**

**Agreement**

*[See attached.]*

## Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer:	LAKE ASHTON CDD	Phone:	(863) 256-9184
DBA:	CLUBHOUSE		
Service Address:	4141 ASHTON CLUB DRIVE SUITE # A, LAKE WALES, FL 33859		
Mailing Address:	4141 ASHTON CLUB DRIVE, LAKE WALES, FL 33859		
Rate Class:	ST	Connect Fee:	\$75.00
		Monthly Charge:	\$275.00
Account Deposit:	\$2,795.00	Appliance Conversion Charge:	N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: 17,896.00

Gas Appliance(s) Schedule		Description
1.00	Other-1	POOL HEATER
1.00	Other-2	SPA HEATER
1.00	Tankless Water Heater	TANKLESS

Account Manager:	Wade Hughes	Phone:	(352) 398-5661
Field Coordinator:	Sabcon Underground	Phone:	(863) 268-8225

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of ( ) years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

**APPROVED AND ACCEPTED:**

By: \_\_\_\_\_  
Florida Public Utilities Agent's Signature  
  
Wade Hughes  
Account Manager

By: *Brenda Van Sickle*  
Customer's Signature  
  
*Brenda Van Sickle*  
Customer  
  
4-28-24  
Date

Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule.  
(Applicable only to Customers Natural Gas Vehicle Service Rates)



## Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.



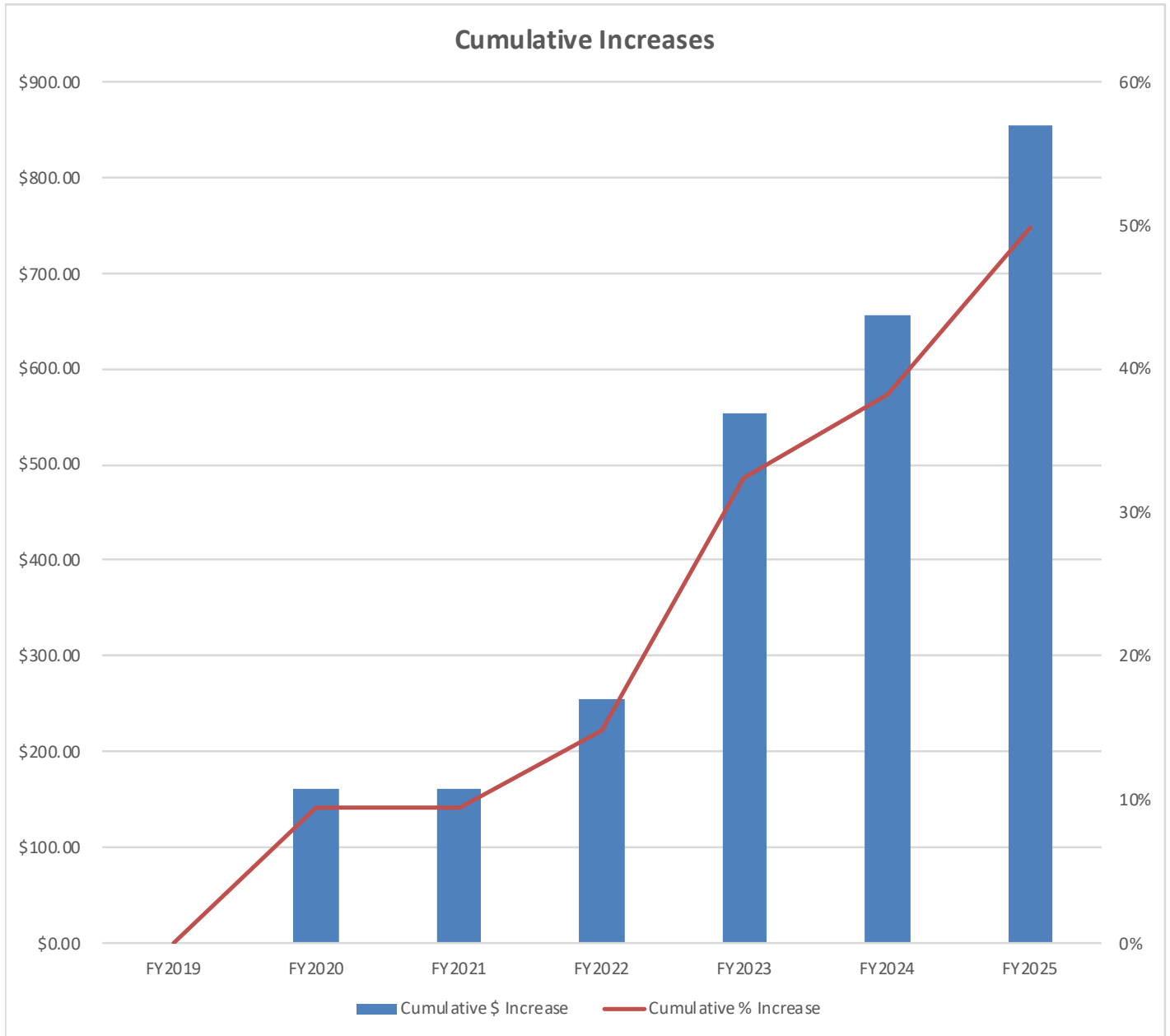
# SECTION D

# SECTION 1

# Lake Asthon CDD Assessments

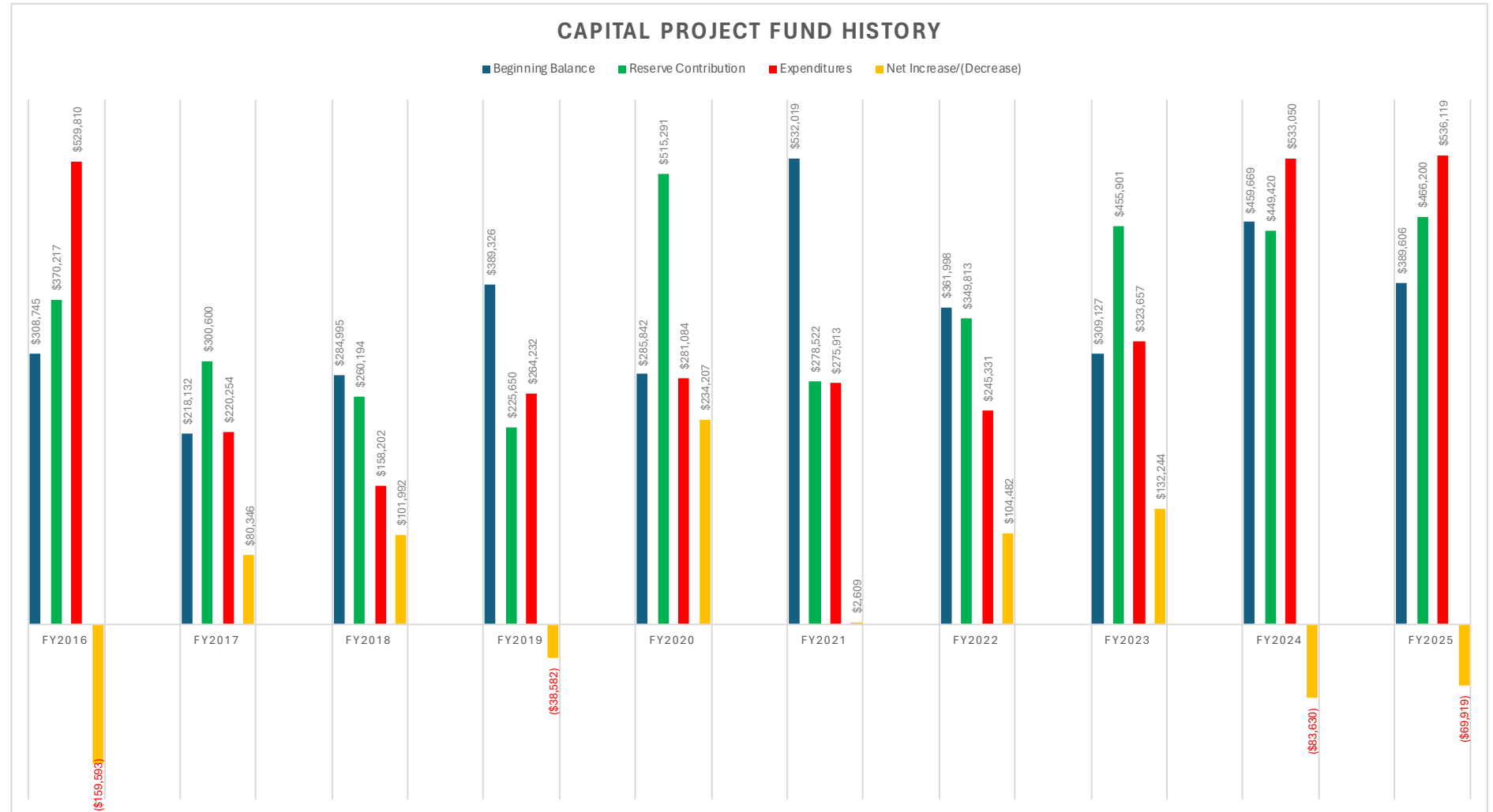
Provided by: Supervisor Steve Realmuto

April 29, 2024



Fiscal Year	Gross Per Unit Assessment	Assesment Yearly \$ Increase	Assesment Yearly % Increase	Cumulative \$ Increase	Cumulative % Increase
FY2019	\$1,714.41	\$0	0	0	0
FY2020	\$1,875.00	\$161	9.37%	\$161	9.37%
FY2021	\$1,875.00	\$0	0.00%	\$161	9.37%
FY2022	\$1,969.00	\$94	5.01%	\$255	14.85%
FY2023	\$2,269.00	\$300	15.24%	\$555	32.35%
FY2024	\$2,369.00	\$100	4.41%	\$655	38.21%
FY2025	\$2,569.00	\$200	8.44%	\$855	49.85%

# SECTION 2



	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
<b>Beginning Balance</b>	\$308,745	\$218,132	\$284,995	\$389,326	\$285,842	\$532,019	\$361,998	\$309,127	\$459,669	\$389,606
<b>Reserve Contribution</b>	\$370,217	\$300,600	\$260,194	\$225,650	\$515,291	\$278,522	\$349,813	\$455,901	\$449,420	\$466,200
<b>Expenditures</b>	\$529,810	\$220,254	\$158,202	\$264,232	\$281,084	\$275,913	\$245,331	\$323,657	\$533,050	\$536,119
<b>Net Increase/(Decrease)</b>	(\$159,593)	\$80,346	\$101,992	(\$38,582)	\$234,207	\$2,609	\$104,482	\$132,244	(\$83,630)	(\$69,919)
<b>Restaurant Transfer</b>						\$189,147	\$142,830			
<b>Ending Balance</b>	\$218,132	\$284,995	\$389,326	\$285,842	\$532,019	\$361,998	\$327,761	\$459,669	\$389,606	\$320,187

**Notes:**

- 1) FY2016 to FY2022 Amounts are Estimates from the Latest Year End Financial Statements Available in Published Agenda Packets
- 2) FY2016 Expenditures included Unbudgeted Road Repairs of \$264,243
- 3) FY2023 to FY2025 amounts are from the Proposed FY2025 Budget



# SECTION 3

# DRAFT - FOR SUPERVISOR CONSIDERATION

## Reserve Study and Strategic Planning Projects Combined

FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
<b>Contingencies</b>						<b>\$82,200</b>	
HVAC Contingency	1.2	\$27,000			\$27,000		
Asphalt, Patch/Seal Contingency	1.4	\$15,000			\$15,000		
Concrete Pathway Contingency	1.6	\$10,000			\$10,000		
Spa Pump Contingency	1.4	\$5,200			\$5,200		
Ponds Erosion Control Contingency	1.2	\$10,000			\$10,000		
Restaurant Major Equipment		\$15,000			\$15,000		
<b>Security Upgrades</b>						<b>\$27,096</b>	
Upgrade Current Security Camera System Additional Camera Locations Upgrade to 4K Cameras	1	\$63,302					
Replace Current Gate Operations System RFID or License Plate Readers	1.4			\$63,302			
Amenity Access Control	1.6						
Gate Credentials		\$12,096			\$12,096		
Clubhouse Credentials		\$15,000			\$15,000		
<b>Painting Clubhouse and Surrounding Amenities</b>						<b>\$31,632</b>	
Clubhouse Painting	1.6	\$23,384			\$23,384		
Pool Columns Painting	1.6	\$3,354			\$3,354		
Pavilion Painting	2	\$2,668			\$2,668		

# DRAFT - FOR SUPERVISOR CONSIDERATION

## Reserve Study and Strategic Planning Projects Combined

FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Shuffleboard Court Area Painting	2	\$2,226			\$2,226		
<b>Ballroom Refurbishment</b>						<b>\$170,594</b>	
Paint	1.4	\$8,320			\$8,320		
Carpet	1.4	\$42,385			\$42,385		
Activities Office Carpet Replacement	1.8	\$1,149			\$1,149		
Wood Laminate (Recommend Hard Wood as a Replacement)	1.4	\$25,740			\$25,740		
Draperies	1.4	\$26,000			\$26,000		
Upgrade Current Projector and Replace Screen	1.4	\$8,000			\$8,000		
Update Dressing Rooms	1.6	\$5,000			\$5,000		
Hearing Loop Installation in the Ballroom	1.6	\$15,000			\$15,000		
Add Paneling to the Front of the Stage	2	\$1,000			\$1,000		
Round Tables	2.4	\$5,678		\$5,678			
Rectangle Tables	2.4	\$2,080		\$2,080			
Ballroom Kitchen Refurbishment		\$38,000			\$38,000		
<b>Other Projects</b>						<b>\$181,528</b>	
Grease Trap		\$40,000			\$40,000		
Additional Pavers Installed in the Pet Play Park	1.4	\$4,400			\$4,400		
Clubhouse Gutters & Downspouts	1.6	\$23,400			\$23,400		

# DRAFT - FOR SUPERVISOR CONSIDERATION

## Reserve Study and Strategic Planning Projects Combined FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Fitness Center Equipment, Treadmills	1.6	\$10,400			\$10,400		
Bridge Management	1.8	\$30,000			\$30,000		
Computer Replacement - Offices	1.8	\$3,328			\$3,328		
Potential Acquisitions	1.8	\$40,000			\$40,000		
Ramp To Reflection Garden	2.4	\$15,000			\$15,000		
Emergency Communications	1.8	\$1,000		\$1,000	\$0		
Spa Handicap Lift		\$15,000			\$15,000		
<b>Projects to Fund in Fiscal Year 2023</b>							
Install an Additional Electric Meter for the Ballroom (Potential Cost Savings)	1.8	\$5,000	\$5,000				
Card Room Painting	1.8	\$2,264	\$2,264				
Club Office Carpet Replacement (Recommend LVT)	1.8	\$1,149	\$1,149				
Card Room Carpet Replacement (Recommend LVT)	2	\$3,650	\$3,650				
Bowling Alley Carpet Replacement (Recommend LVT)		\$6,100	\$6,100				
Game Room Carpet Replacement (Recommend LVT)	2	\$6,895	\$6,895				
Media Center Carpet Replacement (Recommend LVT)	1.8	\$4,529	\$4,529				
Media Center Painting	1.8	\$1,111	\$1,111				
<b>Projects to Reconsider for a Future Fiscal Year</b>							
Install an Additional Electric Meter for the Restaurant (Potential Cost Savings)	1.4	\$5,000					\$5,000

# DRAFT - FOR SUPERVISOR CONSIDERATION

## Reserve Study and Strategic Planning Projects Combined

FY 2024

1 - Urgent/Important 2 - Important/Less Urgent 3 - Urgent/Less Important 4 - Less Important/Less Urgent	Priority (1-4)	Amount	2023 GF/CPF Budget	2024 GF Budget	2024 CPF Budget	2024 CPF Sub-Total	Future Projects Total
Install an Additional Electric Meter for the Pool (Potential Cost Savings)	2	\$5,000					\$5,000
Upgrade Speakers and Sound Equipment to Include Sound Segregation (Ballroom)	1.6	\$57,000					\$57,000
Add Acoustic Panels and Ceiling Tiles (Ballroom)	1.4	\$101,000					\$101,000
Foyer Doors	1.8	\$8,320					\$8,320
Backup Power for Clubhouse (Power Ballroom Only)	2.2	\$55,000					\$55,000
Backup Power for Guard House	2.2	\$25,000					\$25,000
Pool Heater	2.2	\$3,952					\$3,952
Tennis Court Color Coat	2.2	\$17,039					\$17,039
Florida Friendly Landscaping and Hardscapes (allowance)	2.4	\$10,000					\$10,000
Craft Room Painting	2.4	\$1,118					\$1,118
Media Center Refurbishment (Adding Additional Room)	2.4	\$16,000					\$16,000
Finish a Portion of the Attic for Additional Storage	2.4						
Shuffleboard Court Color Coat	2.4	\$12,721					\$12,721
<b>Totals</b>		<b>\$912,958</b>	<b>\$30,698</b>	<b>\$72,060</b>	<b>\$493,050</b>	<b>\$493,050</b>	<b>\$317,150</b>

# SECTION 4

## Capital Projects and Contingencies

FY 2025

<b>Contingencies</b>	
Reflection Garden Rehab	\$15,000
Cinema Amps	\$5,500
Restaurant Equipment Contingency	\$15,000
HVAC - Restaurant Kitchen Unit	\$28,000
Reme Halo LED Cartridge Replacement	\$7,722
HVAC Ballroom NW #2	\$24,000
HVAC Ballroom NE #4	\$18,500
Asphalt Pavement, Patch and Partial Seal Coat (Parking Lots Sealings/Striping)	\$14,428
Stormwater Management (Concrete Curbs, Gutters, and Inlets)	\$50,000
Golf Course Pathways	\$15,000
Ponds, Erosion Control	\$30,000
<b>Total</b>	<b>\$223,150</b>
<b>Projects to Complete in Fiscal Year 2025</b>	
Signage (Street Name Plates Only)	\$9,250
Furniture, Lounge Chairs (Non-Rolling)	\$5,399
Tennis Court Color Coat - Moved from 2020	\$17,039
Asphalt Pavement, Mill and Overlay (Score 40-59) Turnberry Ln	\$139,731
Golf Course Bridge Maintenance (Board Replacement (40), Pressure Washing, & Sealing)	\$30,000
Upgrade Speakers & Sound Equipment to Include Sound Segregation (Ballroom)	\$57,000
Trim Lights for Clubhouse	\$22,000
Trim Lights for Guard House	\$4,000
Christmas Light and Garland Replacement (\$1,900 each year to install - CH Maint Budget)	\$7,300
Replace Sod at Pet Play Park (includes installation of additional irrigation)	\$16,100
Additional AED Units at the Clubhouse (2 addn'l)	\$4,500
Potential Property Acquisition	
<b>Total</b>	<b>\$312,319</b>
<b>Total Contingencies and Capital Projects</b>	<b>\$535,469</b>

# SECTION VII



# SECTION A

# SECTION 1

**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Lake Ashton Community Development District (“**District**”) prior to June 15, 2024, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” located at Governmental Management Services-CF, LLC – 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Monday, July 15, 2024  
HOUR: 9:00 AM  
LOCATION: Lake Ashton Clubhouse Ballroom  
4141 Ashton Club Drive  
Lake Wales, Florida 33859

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Lake Wales, Florida and Polk County at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. 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.

**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 6TH DAY OF MAY 2024.**

ATTEST:

\_\_\_\_\_  
Secretary

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



# LAKE ASHTON

*Community Development District*

*FY 2025  
Proposed Budget  
May 6, 2024*



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# Lake Ashton

## Community Development District

### Proposed Budget

#### General Fund

Description		Adopted Budget FY 2024	Actual Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY 2025
<b>Revenues</b>						
Special Assessments - Levy	001.300.36300.10100	\$2,145,886	\$2,125,007	\$20,878	\$2,145,886	\$2,327,048
Rental Income	001.300.36200.10100	\$40,000	\$23,275	\$23,275	\$46,550	\$40,000
Entertainment Fees	001.300.36200.10000	\$165,000	\$145,233	\$30,000	\$175,233	\$165,000
Newsletter Ad Revenue	001.300.36200.10200	\$95,000	\$60,431	\$60,431	\$120,862	\$95,000
Interest Income	001.300.36100.10000	\$8,000	\$88	\$88	\$175	\$8,000
Restaurant Lease Income	001.300.34900.10000	\$19,600	\$11,678	\$7,922	\$19,600	\$19,600
Sponsorship - Advent Health	001.300.36200.10700	\$0	\$15,000	\$0	\$15,000	\$8,000
Special Events - Security	001.300.36200.10500	\$0	\$0	\$0	\$0	\$0
Revenue-Reimbursed Repairs	001.300.36200.10900	\$0	\$9,893	\$0	\$9,893	\$0
Insurance Proceeds	001.300.36900.10200	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income	001.300.36900.10000	\$5,000	\$11,953	\$10,500	\$22,453	\$9,000
Carryforward	001.300.27100.10000	\$148,445	\$43,991	\$0	\$43,991	\$67,028
<b>TOTAL REVENUES</b>		<b>\$2,626,931</b>	<b>\$2,446,550</b>	<b>\$153,093</b>	<b>\$2,599,643</b>	<b>\$2,738,676</b>
<b>Expenditures</b>						
<b>Administrative</b>						
Supervisor Fees	001.310.51300.11000	\$12,000	\$3,950	\$3,950	\$7,900	\$12,000
FICA Expense	001.310.51300.21000	\$918	\$302	\$302	\$604	\$918
Engineering	001.310.51300.31100	\$50,000	\$17,497	\$17,497	\$34,993	\$50,000
Arbitrage	001.310.51300.31200	\$600	\$0	\$600	\$600	\$600
Dissemination	001.310.51300.31300	\$1,500	\$750	\$750	\$1,500	\$1,575
Attorney	001.310.51300.31500	\$45,000	\$15,956	\$15,956	\$31,912	\$45,000
Annual Audit	001.310.51300.32200	\$3,930	\$0	\$3,930	\$3,930	\$4,000
Trustee Fees	001.310.51300.32300	\$4,310	\$0	\$4,310	\$4,310	\$4,310
Management Fees	001.310.51300.34000	\$66,410	\$33,205	\$33,205	\$66,410	\$69,731
Accounting System Software	001.310.51300.35100	\$1,000	\$500	\$500	\$1,000	\$1,000
Postage	001.310.51300.42000	\$3,500	\$2,108	\$2,108	\$4,216	\$3,500
Printing & Binding	001.310.51300.42500	\$500	\$20	\$20	\$41	\$500
Newsletter Printing	001.310.51300.42501	\$50,000	\$30,119	\$32,478	\$62,597	\$55,000
Marketing	001.310.51300.48001	\$3,000	\$0	\$3,000	\$3,000	\$3,000
Rentals & Leases	001.310.51300.42502	\$5,500	\$1,758	\$1,758	\$3,516	\$4,000
Insurance	001.310.51300.45000	\$67,509	\$72,378	\$0	\$72,378	\$79,626
Legal Advertising	001.310.51300.48000	\$1,500	\$0	\$1,500	\$1,500	\$1,500
Other Current Charges	001.310.51300.49000	\$750	\$0	\$750	\$750	\$750
Property Taxes	001.310.51300.31400	\$0	\$0	\$0	\$0	\$13,500
Office Supplies	001.310.51300.51000	\$300	\$17	\$50	\$67	\$300
Dues, Licenses & Subscriptions	001.310.51300.54000	\$175	\$175	\$0	\$175	\$175
<b>TOTAL ADMINISTRATIVE</b>		<b>\$318,403</b>	<b>\$178,735</b>	<b>\$122,664</b>	<b>\$301,399</b>	<b>\$350,984</b>
<b>Maintenance</b>						
Field Management Services	001.320.57200.34000	\$492,027	\$246,014	\$246,014	\$492,027	\$521,549
Gate/Patrol/Pool Officers	001.320.57200.34501	\$341,286	\$172,326	\$172,326	\$344,652	\$372,436
Gate/Patrol/Pool Officers-Special Events	001.320.57200.34511	\$0	\$2,326	\$0	\$2,326	\$0
Security/Fire Alarm/Gate Repairs	001.320.57200.34500	\$9,500	\$1,634	\$1,634	\$3,269	\$9,500
Access Control System	001.320.57200.34504	\$64,235	\$10,545	\$10,545	\$21,089	\$60,362
Pest Control	001.320.57200.54501	\$4,690	\$1,540	\$1,540	\$3,080	\$4,690

# Lake Ashton

## Community Development District

### Proposed Budget

#### General Fund

Description	Adopted Budget FY 2024	Actual Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY 2025	
<i>Maintenance-continued</i>						
Telephone/Internet	001.320.57200.41000	\$12,204	\$2,734	\$2,734	\$5,468	\$8,000
Electric	001.320.57200.43000	\$240,000	\$123,783	\$123,783	\$247,566	\$240,000
Water	001.320.57200.43100	\$16,000	\$7,493	\$7,493	\$14,986	\$16,000
Gas-Pool	001.320.57200.43200	\$25,000	\$17,641	\$3,051	\$20,692	\$25,000
Refuse	001.320.57200.43300	\$8,000	\$4,206	\$4,206	\$8,412	\$8,000
Repairs and Maintenance-Clubhouse	001.320.57200.54500	\$85,600	\$40,634	\$40,634	\$81,268	\$85,600
Repairs and Maintenance-Fitness Center	001.320.57200.54510	\$3,000	\$841	\$1,500	\$2,341	\$3,000
Repairs and Maintenance-Bowling Lanes	001.320.57200.54530	\$17,000	\$7,041	\$9,857	\$16,898	\$17,000
Repairs and Maintenance-Restaurant	001.320.57200.54520	\$6,000	\$326	\$5,674	\$6,000	\$6,000
Repairs and Maintenance-Reimbursed Repairs	001.320.57200.54540	\$0	\$785	\$0	\$785	\$0
Furniture, Fixtures, Equipment	001.320.57200.52010	\$10,000	\$4,392	\$5,608	\$10,000	\$10,000
Repairs and Maintenance-Pool	001.320.57200.45300	\$15,000	\$12,195	\$12,195	\$24,390	\$15,000
Repairs and Maintenance-Golf Cart	001.320.57200.54506	\$5,400	\$6,362	\$6,362	\$12,724	\$5,400
Landscape Maintenance-Contract	001.320.57200.46200	\$194,700	\$93,353	\$94,428	\$187,781	\$194,520
Landscape Maintenance-Improvements	001.320.57200.46201	\$15,000	\$2,568	\$12,432	\$15,000	\$15,000
Irrigation Repairs	001.320.57200.46202	\$3,500	\$7,200	\$1,500	\$8,700	\$8,500
Lake Maintenance-Contract	001.320.53800.46800	\$53,628	\$19,475	\$27,265	\$46,740	\$55,237
Lake Maintenance-Other	001.320.53800.46803	\$2,000	\$390	\$1,610	\$2,000	\$2,000
Wetland/Mitigation Maintenance	001.320.53800.46801	\$45,338	\$0	\$45,338	\$45,338	\$46,698
Permits/Inspections	001.320.57200.54100	\$3,000	\$0	\$3,000	\$3,000	\$3,000
Office Supplies/Printing/Binding	001.320.57200.51000	\$5,000	\$693	\$693	\$1,386	\$5,000
Credit Card Processing Fees	001.320.57200.34600	\$5,500	\$3,645	\$1,500	\$5,145	\$7,500
Dues & Subscriptions	001.320.57200.54000	\$9,500	\$3,153	\$6,347	\$9,500	\$9,500
Decorations	001.320.57200.52005	\$2,000	\$436	\$1,564	\$2,000	\$2,000
Special Events	001.320.57200.49400	\$165,000	\$106,382	\$30,850	\$137,232	\$165,000
<b>TOTAL MAINTENANCE</b>		<b>\$1,859,108</b>	<b>\$900,113</b>	<b>\$881,683</b>	<b>\$1,781,796</b>	<b>\$1,921,492</b>
<b>TOTAL EXPENDITURES</b>		<b>\$2,177,511</b>	<b>\$1,078,848</b>	<b>\$1,004,347</b>	<b>\$2,083,195</b>	<b>\$2,272,476</b>
<b>Other Sources and Uses</b>						
Capital Reserve-Transfer Out (From General Fund to Capital Reserve)		(\$449,420)	(\$449,420)	\$0	(\$449,420)	(\$466,200)
<b>TOTAL OTHER SOURCES AND USES</b>		<b>(\$449,420)</b>	<b>(\$449,420)</b>	<b>\$0</b>	<b>(\$449,420)</b>	<b>(\$466,200)</b>
<b>EXCESS REVENUES</b>		<b>\$0</b>	<b>\$918,282</b>	<b>(\$851,253)</b>	<b>\$67,028</b>	<b>\$0</b>

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Net Assessment	\$1,719,338	\$1,703,644	\$1,789,053	\$2,055,306	\$2,145,886	\$2,327,048
Plus Collection Fees (7%)	\$129,413	\$128,231	\$134,660	\$154,700	\$161,518	\$175,154
Gross Assessment	\$1,848,750	\$1,831,875	\$1,923,713	\$2,210,006	\$2,307,404	\$2,502,202
No. of Units	986	977	977	974	974	974
Gross Per Unit Assessment	\$1,875.00	\$1,875.00	\$1,969.00	\$2,269.00	\$2,369.00	\$2,569.00



**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND BUDGET**  
**FISCAL YEAR 2025**

**REVENUES:**

**Special Assessments 001.300.36300.10100**

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

**Rental Income 001.300.36200.10100**

Rental fees charged for rental of facilities for events.

**Entertainment Fees 001.300.36200.10000**

Fees charged for the Entertainment Series tickets and Special Event tickets. The entertainment fees include a charge for those paying with credit cards to offset the credit card processing fees.

**Newsletter Income 001.300.36200.10200**

The District will earn advertising income from local businesses who would like to advertise in the CDD newsletter that is published on a monthly basis.

**Interest Income 001.300.36100.10000**

The District will have all excess funds invested with the State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

**Restaurant Lease Income 001.300.34900.10000**

Monthly lease payment for lease of the Restaurant.

**Miscellaneous Income 001.300.36900.10000**

Miscellaneous income sources including Monday Morning Coffee Revenue and Postage Revenue as well as any other business center revenue earned during the fiscal year.

**Carryforward Surplus 001.300.27100.10000**

The unexpended balance at the end of the prior fiscal year that has been rolled forward to the next fiscal year.

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**EXPENDITURES:**

**Supervisor Fees 001.310.51300.11000**

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon the five paid supervisors attending the estimated 12 monthly meetings and 6 joint meetings at their agreed upon compensation.

**FICA Expense 001.310.51300.21000**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND BUDGET**  
**FISCAL YEAR 2025**

**Engineering Fees 001.310.51300.31100**

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

**Arbitrage 001.310.51300.31200**

The District is required to annually have an arbitrage rebate calculation on the District's Series 2015 Capital Improvement Revenue Refunding Bonds. Currently the District has contracted Grau & Associates, an independent certified public accounting firm, to calculate the rebate liability and submit a report to the District.

**Dissemination Agent 001.310.51300.31300**

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with Governmental Management Services, to provide this service.

**Attorney 001.310.51300.31500**

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

**Annual Audit 001.310.51300.32200**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

**Trustee Fees 001.310.51300.32300**

The District issued Series 2015A-1 and A-2 Capital Improvement Revenue Refunding Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

**Management Fees 001.310.51300.34000**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services. These services are further outlined in Exhibit "A" of the Management Agreement.

**Accounting System Software 001.310.51300.35100**

The District processes all of its financial activities, i.e., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services.

**Postage 001.310.51300.42000**

Mailing of checks, overnight deliveries, correspondence, etc.

**Printing & Binding 001.310.51300.42500**

Printing copies, printing of computerized checks, stationary, envelopes etc.

**Newsletter Printing 001.310.51300.42501**

Cost of preparing and printing monthly newsletter for CDD residents.

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND BUDGET  
FISCAL YEAR 2025

**Rentals & Leases 001.310.51300.42502**

The District currently has a lease for the copier at the clubhouse that is estimated to cost \$176 per month plus copy overage and toner shipping charges.

**Insurance 001.310.51300.45000**

The District's General Liability & Public Officials Liability Insurance policy and property insurance is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

**Legal Advertising 001.310.51300.48000**

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

**Other Current Charges 001.310.51300.49000**

Bank charges and any other miscellaneous expenses that are incurred during the year.

**Property Taxes 001.310.51300.31400**

Non-exempt Ad-valorem taxes on property owned within the District.

**Office Supplies 001.310.51300.51000**

Miscellaneous office supplies.

**Dues, Licenses & Subscriptions 001.310.51300.54000**

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

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**MAINTENANCE:**

**Field Management Fees 001.320.57200.34000**

CALM will provide on-site management services for the District. The amount budgeted is based on an estimated annual contract amount of \$521,549. This amount represents a 6% proposed increase.

**Gate/Patrol/Pool Officers 001.320.57200.34501**

Property, gate attendant services and pool officers for the Lake Ashton Community Development District are now provided by Securitas. The amount budgeted is based on the annual contract.

**Pest Control 001.320.57200.54501**

The District has obtained a contract with Florida Pest Control for bugs, mosquitoes and rodent control.

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND BUDGET**  
**FISCAL YEAR 2025**

**Security/Fire Alarm/Gate Repairs 001.320.57200.34500**

Annual fire alarm and security alarm monitoring as well as gate repairs.

**Telephone/Internet 001.320.572100.41000**

The District is contracted with Spectrum for Internet services, telephone services, and guest wi-fi services. The District is also contracted with Kings III for emergency telephone service at the pool.

**Electric 001.320.57200.43000**

The District has various accounts with TECO for electric services.

<b><u>Account Number</u></b>	<b><u>Description</u></b>	<b><u>Annual Amount</u></b>
211003673699	3555 LAKE ASHTON BL LTS	\$500.00
211003674275	LAKE ASHTON-OUTDOOR LIGHTING	\$60,000.00
211003674721	1101 ASHTON PALMS DRIVE	\$400.00
211003674952	ASHTON PALMS DR A/L - OUTDOOR LIGHTING	\$500.00
211003675454	ASHTON PALMS DRIVE- OUTDOOR LIGHTING	\$7,800.00
211003675231	LAKE ASHTON PHIIIB - OUTDOOR LIGHTING	\$24,500.00
211003673350	3555 LAKE ASHTON BL GRD HSE	\$3,500.00
211003674523	DUNMORE DRIVE AL	\$47,000.00
211003673988	4141 ASHTON CLUB DRIVE	\$64,500.00
221000397002	LAKE ASHTON PH5 LTS	\$12,150.00
211003675660	LAKE ASHTON PH6	\$14,750.00
211003675918	THE PALMS/MACARTHUR PALMS	\$4,400.00
<b>TOTAL</b>		<b>\$240,000.00</b>

**Water 001.320.57200.43100**

The District receives water service from the City of Lake Wales.

<b><u>Account Number</u></b>	<b><u>Description</u></b>	<b><u>Annual Amount</u></b>
20735	4141 ASHTON CLUB DRIVE	\$11,500.00
22109	GATE ENTRANCE-IRR	\$1,500.00
37767	PALMS IRRIGATION	\$1,500.00
20740	4128 LAKE ASHTON BLVD.	\$1,500.00
<b>TOTAL</b>		<b>\$16,000.00</b>

**Gas-Pool 001.320.57200.43200**

The District currently uses Amerigas Propane for gas to heat the pool.

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND BUDGET  
FISCAL YEAR 2025

**Refuse Service 001.320.57200.43300**

The District is currently contracted with Florida Refuse for garbage pickup and recycling services.

**Maintenance**

**Repairs and Maintenance-Clubhouse 001.320.57200.54500**

Regular repairs and maintenance to the District's Facilities.

**Repairs and Maintenance-Fitness Center 001.320.57200.54510**

Regular repairs and maintenance to the fitness equipment and center.

**Repairs and Maintenance-Restaurant 001.320.57200.54520**

Regular repairs and maintenance to the restaurant.

**Repairs and Maintenance-Bowling Lanes 001.320.57200.54530**

Regular repairs and maintenance to the bowling lanes.

**Furniture, Fixtures, Equipment 001 320.57200.52010**

Replacement of furniture, fixtures, and equipment in the Clubhouse.

**Repairs and Maintenance-Cart Path & Bridge 001.320.57200.54540**

Regular repairs and maintenance to the golf cart paths and bridges.

**Repairs and Maintenance-Pool 001.320.57200.45300**

Regular repairs and maintenance of the pool.

**Golf Cart Repairs and Maintenance 001.320.57200.54506**

The District has contracted with Performance Plus Carts for the preventive & regular maintenance to the golf carts.

**Landscape Maintenance 001.320.57200.46200**

The District has contracted with Yellowstone Landscape to provide landscape maintenance services for the Lake Ashton Community Development District. These services will include, mowing, edging, trimming, debris removal, fertilizer, insect, disease and weed control, shrubs, tree maintenance, irrigation, planting of annuals, mulching, palm pruning, and maintenance on Fig.

**Plant Replacement 001.320.57200.46201**

Replacement of plants needed throughout the District.

**Irrigation Repairs 001.320.57200.46202**

Unscheduled repairs and maintenance to the irrigation system throughout the District.

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND BUDGET**  
**FISCAL YEAR 2025**

**Lake Maintenance 001.320.53800.46800**

The District has obtained a contract with Applied Aquatic Management for the maintenance of 13 ponds, canals, & E-1 pond Littoral Shelf.

<u>Description</u>	<u>Monthly</u>	<u>Annually</u>
Applied Aquatics	\$4,603	\$55,237

**Wetland/Mitigation Maintenance 001.320.53800.46801**

The District has obtained a contract with Applied Aquatic Management for Wetlands/Mitigation maintenance. The management program will include the control of vegetation, algae, and grass/brush control.

<u>Description</u>	<u>Quarterly</u>	<u>Annually</u>	<u>Area</u>
Applied Aquatics	\$10,009	\$40,036	Mitigation Areas: 1B, 7A Wetlands Areas: 2, 3, 4, 5, 6, 8, Utility Easement Wetland, and East Conservation Area
Applied Aquatics	<u>Semi-Annually</u> \$3,332.00	<u>Annually</u> \$6,664.00	<u>Area</u> Conservation Area from Clubhouse West to boat ramp

**Permits/Inspections 001.320.57200.54100**

The District is required to renew permits and other inspections on an annual basis with the City of Lake Wales, Polk County and The State of Florida to comply with regulations.

**Office Supplies/Printing & Binding 001.320.57200.51000**

Office supplies for the clubhouse that will include items such as paper, toner, etc.

**Operating Supplies 001.320.57200.52000**

General operating supplies such as chemicals, paints, paper products, etc. for the clubhouse.

**Credit Card Processing Fee 001.320.57200.34699**

The District processes credit cards with Bank of America.

**Dues & Licenses 001.320.57200.54000**

The District is required to pay an annual subscription for Motion Picture Licensing and Music Licensing.

**Decorations 001.320.57200.52005**

The District funds seasonal decorations for the Clubhouse.

**Special Events 001.320.57200.49400**

The District will have shows and events throughout the year.

**Lake Ashton**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve Fund**

Description	Adopted Budget FY 2024	Actual Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY 2025
<b>Revenues</b>					
Capital Reserve-Transfer In (From General Fund to Capital Reserve)	\$449,420	\$449,420	\$0	\$449,420	\$466,200
Interest Income	\$500	\$6,455	\$7,111	\$13,567	\$500
Carryforward Surplus	\$548,136	\$459,669	\$0	\$459,669	\$389,606
<b>TOTAL REVENUES</b>	<b>\$998,056</b>	<b>\$915,544</b>	<b>\$7,111</b>	<b>\$922,656</b>	<b>\$856,306</b>
<b>Expenditures</b>					
<b>Capital Projects-FY 24</b>					
Bocce Court	\$0	\$19,893	\$0	\$19,893	\$0
Fitness Center Equipment	\$0	\$12,763	\$0	\$12,763	\$0
Pavement/Curb Repairs	\$0	\$13,650	\$0	\$13,650	\$0
Restaurant Equipment	\$0	\$6,350	\$0	\$6,350	\$0
Bridge Management	\$0	\$9,420	\$0	\$9,420	\$0
Grease Trap Installation and Replacement	\$0	\$42,527	\$0	\$42,527	\$0
Shoreline Restoration	\$0	\$40,700	\$0	\$40,700	\$0
Pool/Spa	\$0	\$4,690	\$0	\$4,690	\$0
Golf Course Reserves	\$0	\$0	\$0	\$0	\$0
Capital Projects	\$450,850	\$0	\$300,858	\$300,858	\$0
Contingencies	\$82,200	\$0	\$82,200	\$82,200	\$0
Other Current Charges	\$650	\$0	\$0	\$0	\$0
<b>Capital Projects-FY 25</b>					
Golf Course Reserves	\$0	\$0	\$0	\$0	\$0
Capital Projects	\$0	\$0	\$0	\$0	\$312,319
Contingencies	\$0	\$0	\$0	\$0	\$223,150
Other Current Charges	\$0	\$0	\$0	\$0	\$650
<b>TOTAL EXPENDITURES</b>	<b>\$533,700</b>	<b>\$149,992</b>	<b>\$383,058</b>	<b>\$533,050</b>	<b>\$536,119</b>
<b>EXCESS REVENUES</b>	<b>\$464,356</b>	<b>\$765,552</b>	<b>(\$375,946)</b>	<b>\$389,606</b>	<b>\$320,187</b>

RESERVES	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Beginning Balance	\$309,127	\$459,669	\$389,606	\$320,187	\$473,187
Reserves	\$455,901	\$449,420	\$466,200	\$400,000	\$400,000
Interest	\$18,298	\$13,567	\$500	\$3,000	\$3,000
Expenditures	(\$323,657)	(\$533,050)	(\$536,119)	(\$250,000)	(\$250,000)
Expenditures-Restaurant	\$0	\$0	\$0	\$0	\$0
<b>Ending Balance</b>	<b>\$459,669</b>	<b>\$389,606</b>	<b>\$320,187</b>	<b>\$473,187</b>	<b>\$626,187</b>

# Lake Ashton

## Debt Service Fund

### Community Development District

### Series 2015 Special Assessment Refunding Bonds

Description	Adopted Budget FY 2024	Actual Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY 2025
<b>Revenues</b>					
Special Assessments - Levy	\$416,871	\$404,857	\$13,171	\$418,028	\$416,871
Special Assessments - PPMT A-1	\$0	\$20,423	\$0	\$20,423	\$0
Special Assessments - PPMT A-2	\$0	\$0	\$0	\$0	\$0
Interest Income	\$500	\$7,724	\$7,724	\$15,449	\$500
Carry Forward Surplus <sup>(1)</sup>	\$90,783	\$113,643	\$0	\$113,643	\$80,793
<b>TOTAL REVENUES</b>	<b>\$508,154</b>	<b>\$546,647</b>	<b>\$20,895</b>	<b>\$567,543</b>	<b>\$498,163</b>
<b>Expenditures</b>					
<u>Series 2015A-1</u>					
Interest - 11/01	\$63,500	\$63,500	\$0	\$63,500	\$56,375
Interest - 05/01	\$63,500	\$0	\$62,125	\$62,125	\$56,375
Principal - 05/01	\$230,000	\$0	\$230,000	\$230,000	\$235,000
Special Call - 11/01	\$0	\$55,000	\$0	\$55,000	\$0
Special Call - 5/01	\$0	\$0	\$25,000	\$25,000	\$0
<u>Series 2015A-2</u>					
Interest - 11/01	\$10,625	\$10,625	\$0	\$10,625	\$10,000
Interest - 05/01	\$10,625	\$0	\$10,500	\$10,500	\$10,000
Principal - 05/01	\$20,000	\$0	\$20,000	\$20,000	\$20,000
Special Call - 11/01	\$0	\$10,000	\$0	\$10,000	\$0
Special Call - 5/01	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$398,250</b>	<b>\$139,125</b>	<b>\$347,625</b>	<b>\$486,750</b>	<b>\$387,750</b>
<b>EXCESS REVENUES</b>	<b>\$109,904</b>	<b>\$407,522</b>	<b>(\$326,730)</b>	<b>\$80,793</b>	<b>\$110,413</b>

<sup>(1)</sup> Carryforward surplus is net of the Reserve Requirement.

2015A-1	\$50,500
2015A-2	\$9,500
<b>11/25 Interest</b>	<b>\$60,000</b>

No. of Units	Per Unit	2015A-1	2015A-2
401	\$0.00	\$0.00	\$0.00
129	\$539.74	\$69,626.46	\$0.00
16	\$684.62	\$10,953.92	\$0.00
256	\$765.82	\$196,049.92	\$0.00
22	\$1,092.43	\$0.00	\$24,033.46
61	\$1,028.98	\$36,219.36	\$26,548.42
77	\$977.74	\$75,285.98	\$0.00
GC (12)	\$9,530.40	\$9,530.40	\$0.00
974		\$397,666.04	\$50,581.88
Discounts/Collection Fees (7%)		(\$27,836.62)	(\$3,540.73)
<b>Net Assessment Total</b>		<b>\$369,829.42</b>	<b>\$47,041.15</b>



**Lake Ashton**  
**Community Development District**  
**Series 2015A-1 Capital Improvement Revenue Refunding Bonds**

**AMORTIZATION SCHEDULE**

<b>DATE</b>	<b>BALANCE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
05/01/24	\$2,485,000.00	\$ 230,000.00	\$ 62,125.00	\$ -
11/01/24	\$2,255,000.00	\$ -	\$ 56,375.00	\$ 348,500.00
05/01/25	\$2,255,000.00	\$ 235,000.00	\$ 56,375.00	\$ -
11/01/25	\$2,020,000.00	\$ -	\$ 50,500.00	\$ 341,875.00
05/01/26	\$2,020,000.00	\$ 245,000.00	\$ 50,500.00	\$ -
11/01/26	\$1,775,000.00	\$ -	\$ 44,375.00	\$ 339,875.00
05/01/27	\$1,775,000.00	\$ 260,000.00	\$ 44,375.00	\$ -
11/01/27	\$1,515,000.00	\$ -	\$ 37,875.00	\$ 342,250.00
05/01/28	\$1,515,000.00	\$ 275,000.00	\$ 37,875.00	\$ -
11/01/28	\$1,240,000.00	\$ -	\$ 31,000.00	\$ 343,875.00
05/01/29	\$1,240,000.00	\$ 285,000.00	\$ 31,000.00	\$ -
11/01/29	\$ 955,000.00	\$ -	\$ 23,875.00	\$ 339,875.00
05/01/30	\$ 955,000.00	\$ 300,000.00	\$ 23,875.00	\$ -
11/01/30	\$ 655,000.00	\$ -	\$ 16,375.00	\$ 340,250.00
05/01/31	\$ 655,000.00	\$ 320,000.00	\$ 16,375.00	\$ -
11/01/31	\$ 335,000.00	\$ -	\$ 8,375.00	\$ 344,750.00
05/01/32	\$ 335,000.00	\$ 335,000.00	\$ 8,375.00	\$ 343,375.00
		<b>\$ 2,485,000.00</b>	<b>\$ 599,625.00</b>	<b>\$ 3,084,625.00</b>

**Lake Ashton**  
**Community Development District**  
**Series 2015A-2 Capital Improvement Revenue Refunding Bonds**

**AMORTIZATION SCHEDULE**

<b>DATE</b>	<b>BALANCE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
05/01/24	\$420,000.00	\$ 20,000.00	\$ 10,500.00	\$ -
11/01/24	\$400,000.00	\$ -	\$ 10,000.00	\$ 40,500.00
05/01/25	\$400,000.00	\$ 20,000.00	\$ 10,000.00	\$ -
11/01/25	\$380,000.00	\$ -	\$ 9,500.00	\$ 39,500.00
05/01/26	\$380,000.00	\$ 25,000.00	\$ 9,500.00	\$ -
11/01/26	\$355,000.00	\$ -	\$ 8,875.00	\$ 43,375.00
05/01/27	\$355,000.00	\$ 25,000.00	\$ 8,875.00	\$ -
11/01/27	\$330,000.00	\$ -	\$ 8,250.00	\$ 42,125.00
05/01/28	\$330,000.00	\$ 25,000.00	\$ 8,250.00	\$ -
11/01/28	\$305,000.00	\$ -	\$ 7,625.00	\$ 40,875.00
05/01/29	\$305,000.00	\$ 30,000.00	\$ 7,625.00	\$ -
11/01/29	\$275,000.00	\$ -	\$ 6,875.00	\$ 44,500.00
05/01/30	\$275,000.00	\$ 30,000.00	\$ 6,875.00	\$ -
11/01/30	\$245,000.00	\$ -	\$ 6,125.00	\$ 43,000.00
05/01/31	\$245,000.00	\$ 30,000.00	\$ 6,125.00	\$ -
11/01/31	\$215,000.00	\$ -	\$ 5,375.00	\$ 41,500.00
05/01/32	\$215,000.00	\$ 30,000.00	\$ 5,375.00	\$ -
11/01/32	\$185,000.00	\$ -	\$ 4,625.00	\$ 40,000.00
05/01/33	\$185,000.00	\$ 35,000.00	\$ 4,625.00	\$ -
11/01/33	\$150,000.00	\$ -	\$ 3,750.00	\$ 43,375.00
05/01/34	\$150,000.00	\$ 35,000.00	\$ 3,750.00	\$ -
11/01/34	\$115,000.00	\$ -	\$ 2,875.00	\$ 41,625.00
05/01/35	\$115,000.00	\$ 35,000.00	\$ 2,875.00	\$ -
11/01/35	\$ 80,000.00	\$ -	\$ 2,000.00	\$ 39,875.00
05/01/36	\$ 80,000.00	\$ 40,000.00	\$ 2,000.00	\$ -
11/01/36	\$ 40,000.00	\$ -	\$ 1,000.00	\$ 43,000.00
05/01/37	\$ 40,000.00	\$ 40,000.00	\$ 1,000.00	\$ 41,000.00
		<b>\$ 420,000.00</b>	<b>\$ 164,250.00</b>	<b>\$ 584,250.00</b>

# SECTION B

**This instrument was prepared by,  
and return to:**

Jan A. Carpenter, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
Post Office Box 3353  
Orlando, FL 32802

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## **RECIPROCAL EASEMENT AGREEMENT**

### **(Boat Ramp and Dock)**

**THIS RECIPROCAL EASEMENT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **ASHTON MARINA, LLC**, a Florida limited liability company, formerly known as **ASHTON GOLF MARINA LLC**, its successors and assigns, whose mailing address is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801 (“Developer”), and **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, its successors and assigns (hereinafter referred to as the “District”), whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”). The Developer and the District may also be referred to singularly herein as an “Owner” and shall be referred to collectively herein as the “Owners”.

### **WITNESSETH:**

**WHEREAS**, the Developer is the owner of that certain real property located in Polk County, Florida, as more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Developer Property”); and

**WHEREAS**, the District is the owner of that certain real property located in Polk County, Florida, as more particularly described in Exhibit “B” attached hereto and by this reference made a part hereof (the “District Property”); and

**WHEREAS**, the District Property serves as a permitted wetland/conservation area; and

**WHEREAS**, a boat ramp and boat dock constructed by the Developer, as well as unpaved pathways to access the boat ramp and boat dock, are located on and traverse a portion of the District Property (and the portion of the boat ramp, boat dock and pathways located on the District Property shall be referred to herein as the “Improvements”); and

**WHEREAS**, the Improvements were designed and intended to serve and benefit the District; and

**WHEREAS**, the Developer desires to grant an easement to the District allowing access to the Improvements, and the District desires to grant an easement to the Developer to allow the continuing existence, operation and maintenance of the Improvements on the District Property.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements and grants of easements provided herein below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Developer and the District hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Grant of Easements. The Developer hereby gives and grants to the District, solely on behalf of, and only for the benefit of, the District, a non-exclusive perpetual easement over, under, upon, across, and through the Improvements, as such Improvements are located on the District Property, solely for the use and benefit of the District. Notwithstanding anything contained in the preceding sentence to the contrary, the easement granted by the Developer shall in no way be interpreted or construed to be for the benefit of the general public. The District hereby gives and grants to the Developer a non-exclusive perpetual easement over, upon, across, and through the District Property for the use and benefit of the Developer, for maintenance, operation, repair and/or replacement of the Improvements (to the extent that they are in existence as of the date of this Agreement), together with any and all other rights of ingress, egress, regress, parking, use and access which are reasonably necessary or appropriate to permit the full, non-exclusive use and enjoyment of the Improvements by the Developer, the District and the Permitted Users (as hereinafter defined). However, the District makes no representation that applicable laws, ordinances, codes, or regulations permit the installation or operation of the Improvements on the subject real property. The easements granted hereby shall be for the purposes, and subject to the terms and conditions, as set forth herein below. However, nothing herein shall be construed so as to grant any rights to the Developer to extend or enlarge the Improvements as they exist as of the date of this Agreement, or to construct new Improvements on the District Property, without the express prior written consent of the District.

3. Scope of Easements. Each of the Owners is additionally granted hereby any and all rights which are reasonably necessary and directly related to the use and enjoyment of the easements granted hereby including, without limitation, the right of the Developer to enter upon the property of the District for the purpose of maintenance, repair or replacement of the Improvements and facilities permitted within the District Property; provided, however, each of the Owners covenants and agrees that such rights shall only be exercised at reasonable times and in a reasonable manner so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of the affected property by the other Owner and its Permitted Users (as defined below). The use of the Improvements shall be subject to such reasonable rules, regulations and restrictions as may be imposed thereon by the Developer, so long as such rules and regulations do not unreasonably interfere with, limit or restrict the rights and privileges granted to the District or the Permitted Users hereunder.

4. Permitted Users. The easements granted hereunder shall inure to the benefit of, and may be exercised and enforced by, the Developer and the District, and their successors,

assigns, residents, guests, invitees, licensees, workmen, contractors, agents and employees (collectively, the “Permitted Users”).

5. Insurance. Each party hereto with respect to its property covered by this Agreement and the operations thereon agrees to obtain and maintain at such party’s own cost and expense, commercial general liability insurance with a single combined limit, including any umbrella or excess commercial policy, in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00). An insurance company licensed to do business in the State of Florida and Best’s Rated A VII or better shall issue the insurance obtained, and upon request of either party each insurance policy shall name the other party as an additional insured party. A certificate or a copy thereof shall be delivered to the other party within twenty (20) days after the execution of this Agreement and thereafter within thirty (30) days prior to the expiration of each such policy and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to the like extent. Each insurance policy obtained in accordance herewith shall contain a provision that the insurer will give all named insureds at least thirty (30) days’ notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reductions in the amounts of insurance or any other material change. Each insurance policy obtained in accordance herewith shall be written as a primary policy which does not contribute to and is not in excess of coverage which any insured or additional insured may carry. Any insurance required hereunder may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds. The parties agree that with respect to any loss or damage which is covered by insurance required hereunder, the Owner required hereunder to be carrying such insurance who incurs the loss or damage, releases the other from any claims with respect to such loss or damage which is or would have been recoverable under such insurance. Further, the parties mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof, and their policies shall contain a clause waiving such right of subrogation.

6. Maintenance and Repair. The Developer shall maintain, repair and replace all Improvements located on the District Property in good, neat, safe, clean and working condition at all times, so as to provide the District and any Permitted Users with the full use and enjoyment of the easement granted hereby. The Developer agrees that, except as may be reasonably required in connection with the repair, restoration or replacement of any Improvements on District Property, they shall not remove all or any portion of the Improvements or otherwise interfere with the use of the easement by the District or any Permitted User. Neither Owner shall install any barricades or other improvements in a manner which would materially interfere with or obstruct the use of the easements granted hereby. If, in the act of maintaining, repairing or replacing the Improvements, the Developer substantially damages, disturbs or disrupts soil or vegetation on the District Property, the Developer shall promptly repair such damage or disruption to a condition reasonably similar to that which existed prior to the damage or disruption. Developer shall at all times comply with all laws, ordinances, codes, rules and regulations, if any, of municipal, state, and federal governmental authorities, including applicable water management districts, relating to the installation, maintenance, height, size, location, use, operation, and removal of the Improvements and shall fully indemnify the District against any loss, cost, fine, or expense which may be sustained or incurred by the District as a result of the installation, maintenance, operation, or removal of the Improvements, or the failure to install, maintain, operate or remove the Improvements as required, unless such loss is due to the

negligent or intentional act or omission of the District, its employees or agents. Developer shall allow no lien to attach to the District Property or the Improvements located on said property or District's other property arising out Developer's use of the easement. In the event Developer does not fully comply with the terms under this Agreement, Developer hereby consents to the District remedying any non-compliance at the sole cost of the Developer, including fees for administration, interest charges, as applicable; Developer agrees that such costs, if not reimbursed to the District within thirty (30) days of the request, may be made a lien on Developer Property enforceable by the District, in addition to all other available legal and equitable remedies. In the alternative, if the Developer fails to maintain or repeatedly delays repairs, the District may remove the boat docks and/or ramp in the District's sole discretion.

7. Default. In the event either Owner defaults with respect to its obligations hereunder, and such Owner does not cure such default within thirty (30) days after receipt of written notice from the other Owner (or if such default cannot be cured within such thirty (30) day period, if the defaulting Owner fails to commence to cure the default within such thirty (30) day period and thereafter to diligently proceed to cure the same as soon as reasonably practical, but in no event later than ninety (90) days after receipt of written notice from the other Owner), the non-defaulting Owner shall have the right, but not the obligation, to perform such obligations on behalf of the defaulting Owner. In such event, the defaulting Owner shall pay all costs and expenses incurred by the non-defaulting Owner in curing the default, upon demand therefor. If the defaulting Owner fails to pay such sum, the defaulting Owner shall owe the non-defaulting Owner interest thereon at the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law. In the event the Developer is in default and does not cure within the applicable cure period, the District, in its sole discretion, may terminate this Agreement.

8. Notices. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

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

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

If to Developer: Ashton Marina, LLC

500 South Florida Avenue, Suite 700  
Lakeland, Florida 33801  
Attention: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

9. Cooperation. The Owners covenant and agree to mutually cooperate with one another in good faith, and to execute and deliver such other or additional documents and instruments as may be reasonably requested by the other Owner, or any lender to either of the parties, or governmental entities, in order to further implement, effectuate, or clarify the terms and conditions hereof, or to better assure and effectuate the intent hereof.

10. Termination. Notwithstanding anything herein to the contrary, either the Developer or the District may terminate their respective easement granted herein, with or without cause, upon thirty (30) days written notice to the other party. Upon either the District's termination of the easement granted to the Developer or the Developer's termination of the easement granted to the District solely on behalf of, and only for the benefit of, the District, the Improvements existing on the District Property under the terms of this easement shall be removed by the Developer and the area of the District Property where they were located shall be restored by the Developer to as good condition as existed immediately prior to installation of the Improvements. Both the removal of the Improvements and subsequent restoration, as described herein, shall be completed within ninety (90) days of such termination.

11. Miscellaneous.

(a) Amendment: This Agreement may not be amended or modified in whole or in part except by an instrument in writing signed by the parties.

(b) Attorneys' Fees. In the event of any dispute pertaining to this Agreement, the easements granted hereby, the rights, duties, obligations or liabilities of the parties hereto, the enforcement of any rights hereunder or the interpretation of any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys', paralegals' and witnesses' fees and costs incurred in connection therewith from the other party, whether incurred before, during or after trial, upon any appellate level, in settlement, in mediation, in arbitration, in any declaratory action, or in any bankruptcy or insolvency proceeding.

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



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

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

(f) Successors and Assigns. In the event the Developer enters into an agreement to sell, convey or otherwise transfer ownership of the Developer Property (including a transfer to an affiliated entity of the Developer), Developer shall endeavor to give notice to the District at least thirty (30) days prior to such a sale, conveyance or transfer so as to allow the District and the proposed new owner of the Developer Property to take such actions as may be reasonably necessary and prudent to ensure the continuation of the reciprocal easements granted hereunder; provided, however, that Developer's failure to provide at least thirty (30) days notice as provided herein shall not be deemed to be an event of default hereunder.

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

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and shall be fully as effective as though all signatures were originals to the same copy.

[SIGNATURE PAGE FOLLOWS]

**COUNTERPART SIGNATURE PAGE FOR  
RECIPROCAL EASEMENT AGREEMENT**

**(Boat Ramp and Dock)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered on its behalf by its duly authorized representative as of the date first set forth above.

**DISTRICT:**

**ATTEST:**

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**, a  
community development district formed  
pursuant to Chapter 190, Florida Statutes

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice-Chair, Board of Supervisors  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, for and on behalf of said district. Said person  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

[SIGNATURES CONTINUE ON NEXT PAGE.]

**COUNTERPART SIGNATURE PAGE FOR  
RECIPROCAL EASEMENT AGREEMENT**

**(Boat Ramp and Dock)**

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

**DEVELOPER:**

**ASHTON MARINA, LLC**, a Florida limited  
liability company

**WITNESSES:**

\_\_\_\_\_  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as  
\_\_\_\_\_ of ASHTON MARINA, LLC, a Florida limited liability company,  
for and on behalf of said company. Said person  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEVELOPER PROPERTY**

Tract GC-15, LAKE ASHTON GOLF CLUB PHASE V, according to the plat thereof recorded in Plat Book 143, Page 22, public records of Polk County, Florida.

DRAFT

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF DISTRICT PROPERTY**

Tract WA-12, LAKE ASHTON GOLF CLUB PHASE II, according to the plat thereof recorded in Plat Book 119, Page 17, public records of Polk County, Florida.

DRAFT

# SECTION VIII

# SECTION B



# Lake Ashton Community Development District

## Community Director Report

Submitted by: Christine Wells, Community Director

Meeting Date: May 6, 2024





# Events and Activities

The 2025 Entertainment Series has been booked. There are a total of five shows planned. Save the Dates will go out in the June LA Times Magazine.

## Summer Locals Concert Series Bands

May 10: Pressure Point (HFC)

May 24: Almost There (CH)

June 7: Big Time Jukebox (CH)

June 14: Bad Habit (HFC)

July 26: Hwy 41 (CH)

August 9: Two Smooth (HFC)

August 23: Good Stuff (HFC)

August 30: Rusty Wright Band (CH)

September 6: Eklektik Haze (CH)

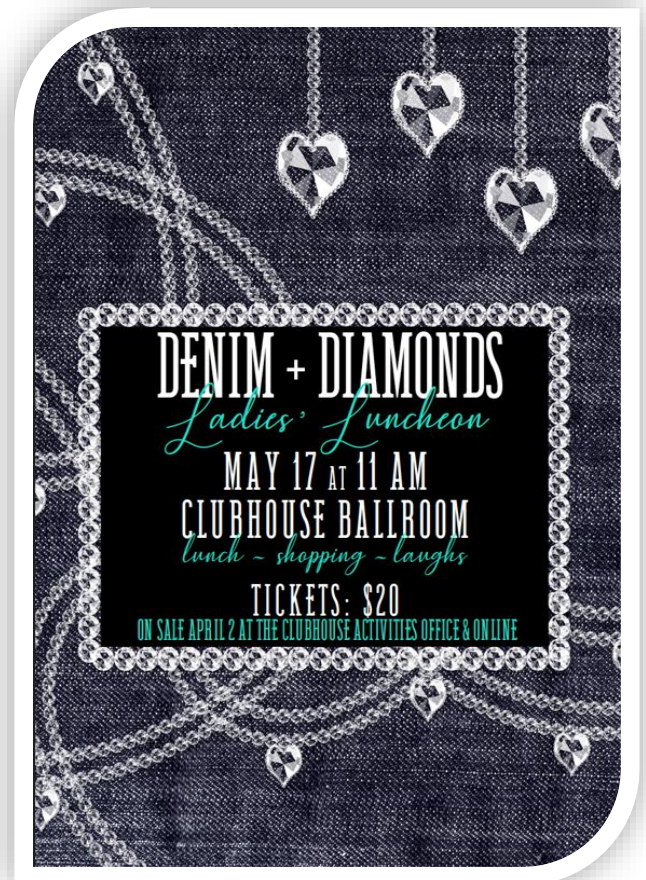


## The following events are scheduled for May - July at the Clubhouse

- 5/7: Seasonal Floral Frames Class
- 5/17: Denim & Diamonds Ladies Luncheon
- 5/20: Florida Friendly Landscaping Presentation by UF/IFAS
- 5/25: Astronomy Night
- 5/28: K2 Medical Research Lunch and Learn
- 6/5: Matt Malia Seminar (Free Dinner and Ticket Opportunity for Residents)
- 6/11: Community Social Potluck
- 6/14: Lunch & Learn-Residential Window Tinting
- 6/17: Bloodmobile
- 7/9: Seasonal Floral Frames Class

## Bus Trips Scheduled

5/8: Captain Hiram's and River King Cruise  
Small World Tours will be at Monday Coffee on May 20 to announce trips for Jun - Dec.



# Newsletter:



The May *LA Times* Community Magazine will be sent out via email blast along with the monthly calendar. The front cover is recognizing Military Appreciation Month. The back cover will be promoting the first ever Juneteenth Celebration at the Clubhouse. The June edition will be distributed on **Friday, May 31.**



## Monday Coffee:

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

- May 6 – Lori Edwards
- May 13 – Century Storage
- May 20 – Small World Bus Tours
- June 6 – PCFR Hurricane Preparedness

## Cost Savings Analysis:

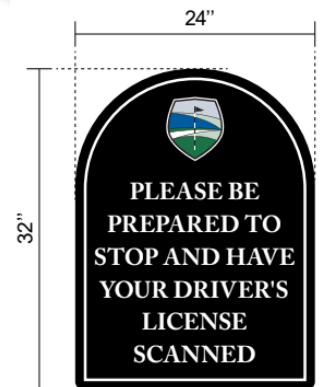
- TECO
  - A credit of \$8,283.73 was received for sales tax credits.
- City of Lake Wales
  - A check for \$9,596.70 was deposited on 4/24/24 for leak adjustment credits.

## General Updates and New Business:

- Staff replaced a broken scale in the Fitness Room. A new one has been installed. Staff would like the Board to surplus the broken scale.
- An estimate to install a new projector screen is included for Board consideration. Staff contacted a second contractor to provide a quote for replacing the screen but one has not been received yet. The screen needs to be replaced because it is no longer compatible with the newer projector and the relay switch for the screen no longer works.
  - There was \$8,000 included in the FY 24 capital project list for the replacement of the Ballroom projector and screen. The projector was recently replaced and was \$4,999, which leaves \$3,001 for that line item. The quote received was for \$5,500.

## Safety and Security:

- Installation of all components related to the cameras and amenity access controllers is now complete. A final walk-through is pending to correct some minor issues.
- TekWave is in the process of going through the database to delete duplicates and conduct additional clean-up. Once the database is complete staff will go through an additional training.
- Training for residents is still pending. This training will occur prior to welcome emails being sent.
- Facility Staff has installed the "No tailgating" sign on the stop sign located on the resident side of the entrance.
- This is the revised sign example for Supervisors to consider for the Thompson Nursery Road entrance. This will be installed above the public safety sign that is currently installed.



## Follow-Up from Previous Board Meetings

- The natural gas agreement was reviewed by the Attorney and an additional addendum was drafted. Both were executed by Florida Public Utilities and the Vice Chairman. The agreement is in the agenda packet for ratification.
- Staff is working with the kayak company on the questions presented by the Board of Supervisors at the April meeting. In addition, ADA compliance is being reviewed. Staff met with Giles Snyder, facilitator of the Kayak Club, to review the project. More information will be presented when available.
- The A/C unit that was approved at the April Board of Supervisors meeting was approved and the new unit was installed on Wednesday, April 24.
- The estimate and agreement for the installation of pavers at the Clubhouse Pet Play Park was approved and executed by the Vice Chairman and C&C Outdoor. The pavers will be installed in 4-6 weeks. The Operations Manager will be presenting quotes on replacement of sod in this area as requested at the April 15 Board of Supervisors Meeting.
- Staff is meeting with RTC Outdoor on April 29 to begin plans for the Clubhouse "backyard" to include the areas discussed at the Budget Workshop.
- Staff is working on sign options for the main entrance. Options with pricing will be presented at an upcoming BOS meeting. This is a revenue generating project.
- Staff is working on a plan with options for residents to purchase memorial swings and other seating options for the Reflection Garden. This will be part of the overall plan for that area that was discussed in the Budget Workshop.

# TECO Follow-Up

- TECO provided the following information about the lumens of the lights recommended for replacement.
  - Salem 55W, 5240 lumens (existing fixture)
  - Valiant 60W, 5900 lumens (proposed fixture)
  - Arlington 59W, 5800 lumens (proposed fixture, minimum lumens)

Based upon the specs of the two options, each provides higher wattage and lumens than the existing system. No decrease in light on a per-fixture basis is expected with the two options as long as the pole count and location isn't changed/reduced.

- They also provided an evaluation of each contract and calculation of the liquidated damages (LDs) for each (to end each contract). This approximates the LDs for each contract assuming an early out month of October 2024. Early dates can be adjusted as needed. In addition, he is verifying the most current discount rate at which the Net Present Value (NPV) was calculated. Once he gets the latest, he'll send me an updated table.

- This is what they answered in regards to questioning if the costs presented were the REAL costs/savings and asking if there would be any additional costs:

*The attached tables provide both the liquidated damages with each contract based upon an assumed early out date, and the new rate based upon the fixture option chosen (Valiant or Arlington). The notable assumption in the projected rates with a different system is that no new pole locations or significant construction efforts are needed. If that is the case, the construction is simple – we remove a pole/light, and replace a pole and light in their place (no new cable/wire or boring/trenching). If that is realized, it is the least impactful path financially and most efficient from a construction standpoint. As I mentioned, given the infrastructure is already there, and is ours, we should be able to utilize it. This should result in minimal to no up-front capital costs (you just pay the monthly rate after installation). That of course needs to be verified and is based upon a pole for pole “swap”.*

- They are also addressing the several maintenance concerns I mentioned to include:
  - Leaning poles
  - Poles in need of being painted
  - Poles with no identifying numbers on the front
  - Lights that stay on during the day that have not been fixed after several reports have been submitted.

Lake Ashton CDD  
DRAFT Liquidated Damages  
April 26, 2024

ACCOUNT #	# LIGHTS	# POLES	EARLY TERMINATION DATE	EXPIRATION DATE OF CONTRACT	MONTHS TERMINATED EARLY	Rate Code 971 (Salem 55W Fixture)	Rate Code 525 (Franklin Pole)	Total	Monthly	"Rough" Total Liquidated Damages based upon early termination date	Manually calculated, approximate NPV Total (Disc. rate 0.067) to be verified
211003674275	81	81	10/1/2024	7/6/2026	21	\$ 21.11	\$ 33.59	\$ 54.70	\$ 4,430.70	\$ 93,044.70	\$ 77,211.00
211003675454	13	13	10/1/2024	4/27/2027	30	\$ 21.11	\$ 33.59	\$ 54.70	\$ 711.10	\$ 21,333.00	\$ 17,626.00
211003675231	34	34	10/1/2024	5/17/2027	31	\$ 21.11	\$ 33.59	\$ 54.70	\$ 1,859.80	\$ 57,653.80	\$ 46,280.00
211003674523	57	57	10/1/2024	5/1/2027	31	\$ 21.11	\$ 33.59	\$ 54.70	\$ 3,117.90	\$ 96,654.90	\$ 77,587.00
221000397002	20	20	10/1/2024	2/5/2028	40	\$ 21.11	\$ 33.59	\$ 54.70	\$ 1,094.00	\$ 43,760.00	\$ 34,398.00
211003675660	21	21	10/1/2024	1/15/2028	39	\$ 21.11	\$ 33.59	\$ 54.70	\$ 1,148.70	\$ 44,799.30	\$ 35,570.00
211003675918	6	6	10/1/2024	4/11/2029	54	\$ 21.11	\$ 33.59	\$ 54.70	\$ 328.20	\$ 17,722.80	\$ 13,461.00
	<b>232</b>	<b>232</b>								<b>\$ 374,968.50</b>	<b>\$ 302,133.00</b>
211004330661	3	3	10/1/2024	6/5/2029	56	<del>\$ 21.11</del>	<del>\$ 33.59</del>	<del>\$ 54.70</del>	<del>\$ 164.10</del>	<del>\$ 9,189.60</del>	<del>\$ 6,920.00</del>
211004330414	92	92	10/1/2024	1/31/2028	39	<del>\$ 21.11</del>	<del>\$ 33.59</del>	<del>\$ 54.70</del>	<del>\$ 5,032.40</del>	<del>\$ 196,263.60</del>	<del>\$ 157,752.00</del>
211004331149	5	5	10/1/2024	4/23/2029	54	<del>\$ 21.11</del>	<del>\$ 33.59</del>	<del>\$ 54.70</del>	<del>\$ 273.50</del>	<del>\$ 14,769.00</del>	<del>\$ 11,287.00</del>
	43	43	10/1/2024	7/7/2027	33	<del>\$ 21.11</del>	<del>\$ 33.59</del>	<del>\$ 54.70</del>	<del>\$ 2,352.10</del>	<del>\$ 77,619.30</del>	<del>\$ 62,270.00</del>
211004331339	12	12	10/1/2024	11/13/2025	13	<del>\$ 21.11</del>	<del>\$ 33.59</del>	<del>\$ 54.70</del>	<del>\$ 656.40</del>	<del>\$ 8,533.20</del>	<del>\$ 7,356.00</del>

**Lake Ashton CDD Accounts and Potential Cost-Savings Options - HIGH-LEVEL ESTIMATE**

		<i>In-place, Existing Lighting System</i>		<i>Possible Future Cost-Saving Options Monthly Rate based upon 232 units</i>	
<u>Account #</u>	<u>Description</u>	<u>Current Month</u>	<u>Utility Post Top (Salem PT) No. of Units</u>	<u>Valiant/Winston Option</u>	<u>Arlington/Franklin Option</u>
211003673699	3555 LAKE ASHTON BL LTS	\$ 51.44	-	N/A	N/A
211003674275	LAKE ASHTON-OUTDOOR LIGHTING	\$ 5,265.03	81	\$2,290.66	\$3,283.59
211003674721	4101 ASHTON PALMS DRIVE	\$ 25.43	-	N/A	N/A
211003675454	ASHTON PALMS DRIVE- OUTDOOR LIGHTING	\$ 832.24	13	\$367.64	\$527.00
211003675231	LAKE ASHTON PHIIIB - OUTDOOR LIGHTING	\$ 2,166.18	34	\$961.51	\$1,378.30
211003673350	3555 LAKE ASHTON BL GRD HSE	\$ 379.59	-	N/A	N/A
211003674523	DUNMORE DRIVE AL	\$ 3,982.35	57	\$1,611.94	\$2,310.67
211003673988	4141 ASHTON CLUB DRIVE	\$ 4,283.00	-	N/A	N/A
221000397002	LAKE ASHTON PH5 LTS	\$ 1,267.84	20	\$565.59	\$810.76
211003675660	LAKE ASHTON PH6	\$ 1,361.09	21	\$593.87	\$851.30
211003675918	THE PALMS/MACARTHUR PALMS	\$ 369.50	6	\$169.68	\$243.23
		<b>\$ 15,244.23</b>	<b>232</b>	<b>\$6,560.89</b>	<b>\$9,404.84</b>

**Avg unit price based upon overall monthly rate:                      \$65.71    \$28.28    \$40.54**

*Note: High-level estimated monthly rates above do not account for: photometric differences, any applicable liquidated damages, or future rate increases.*

**Lake Ashton Community Development District Project Tracking List - FY 2024**

Project Name	Budget	Final Cost	Board Approval	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
<b><i>Clubhouse and Other Grounds Projects</i></b>							
Installation of Additional Security Options (Amount is Per Year for 5 Years)	\$69,400.00		8/21/2023	The contract was executed on September 28. Installation is nearing completion. Please see update in Community Director Report for more details.  A not to exceed amount of \$5,200 monthly and one-time not to exceed amount of \$35K for amenity access cards and RFID tags was approved by the Board of Supervisors.	4/8/2024		
Conversion of Propane to Natural Gas	\$33,693.00		4/15/2024	Includes replacement of all restaurant equipment, hot water heaters, and pool heater. Conversion only of the spa heater. Comparison quotes are being obtained at this time. The contract has been signed with Florida Public Utilities.	4/29/2024		
Installation of Pavers at the Clubhouse Pet Play Park	\$13,550.00		4/15/2024	The contract was executed and installation should occur in 4-6 weeks	4/29/2024		
Replacement of 2 Treadmills in the Fitness Center	\$12,200.00		3/25/2024	The quote has been approved and the vendor has been contacted. Staff has not been given an estimated date for install yet.	4/8/2024		
<b><i>Pavement Management, Stormwater Management, Bridges, and Concrete Pathways</i></b>							
Various Concrete Pathway Repairs	\$4,500.00		2/26/2024	A couple of areas are still pending. Final work is scheduled to take place on 5/2/24	4/18/2024		
Erosion issue under bridge number 7 on hole #4 of the East Golf Course	\$3,500.00		4/15/2024	The Engineer will be providing a quote for Supervisors to consider at the May meeting. The amount quoted came in higher than the original approved amount. They are also seeking additional repair options from S&S.	4/18/2024		

**Lake Ashton Community Development District Project Tracking List - FY 2024**

Project Name	Budget	Final Cost	Board Approval	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Repair to Stormwater Pipe and Pavement on Limerick	\$5,350.00		4/15/2024	Staff temporarily repaired the depression. An agreement was drafted by District Counsel and was executed by the Vice Chair and contractor. Work is scheduled to begin May 14.	4/18/2024		
<b>Completed Projects - FY 2024</b>							
Installation of ATM	\$500.00	\$385.25	2/26/2024	This project is complete.	4/29/2024	385.29	
A/C Replacement - Offices	\$5,995.00	\$5,995.00	4/15/2024	This project was completed on 4/24/24	4/29/2024		\$5,995.00
Spa Lift Installation	\$7,500.00	\$6,396.92	1/22/2024	This project is complete	4/8/2024		\$6,396.92
Replacement of Bridge Boards on Bridge 1 and 11	\$10,000.00	\$9,420.00	9/18/2023	This project is complete	3/18/2024		\$9,420.00
Grease Trap Installation	\$40,000.00	\$45,127.14	8/21/2023	This project is complete. The overage noted was due to a repair to a gas line (\$1092.14) and paver/sod repairs (\$5535).	3/18/2024		\$45,127.14
Slow Drainage on Ventana Lane	\$14,500.00	\$13,650.00	8/21/2023	This project is complete	2/19/2024		\$13,650.00
Lake Ashton Shoreline Restoration	\$37,771.32	\$40,699.53	10/16/2023	There were additional golf cart pathway repairs made (\$2,078.43 - coded to CPF Concrete Pathway Repairs) and some pipe rerouting work (\$849.78) that needed to be done as part of the project.	2/19/2024		\$40,699.53
Bocce Ball Court Refurbishment	\$22,000.00	\$19,892.78	9/18/2023	This project was completed on January 13.	2/19/2024		\$19,892.78
Replacement of 2 Treadmills in the Fitness Center	\$12,963.22	\$12,763.22	7/24/2023	The treadmills were delivered on 11/7/23 (Funded in FY 23 but will come out in FY 24 Budget)	11/13/2023		\$12,763.22
Installation of Beer Glycol System		\$6,350.00		This was approved by the Chair outside of the meeting due to the immediate need	11/20/2023		\$6,350.00



**Lake Ashton Community Development District Project Tracking List - FY 2024**

Project Name	Budget	Final Cost	Board Approval	Current Status	Status Updated	Paid from General Fund	Paid from Capital Projects Fund
Replacement of Annuals at Thompson Nursery Road Entrance	\$0.00	\$0.00	8/21/2023	This project is complete	10/9/2023	\$0.00	
Replacement of 4 Barrier Gate Arms (Amount is Per Year for 5 Years)	\$7,370.16	\$7,370.16	7/24/2023	<p>The gate operators were installed on October 3 and 4.</p> <p>The monthly payment will be \$614.18. This includes preventative maintenance for 5 years. The amount is \$211.33 for this (included in the monthly amount of \$614.18).</p>	9/11/2023	\$7,370.16	
<b>Totals</b>	<b>\$300,792.70</b>	<b>\$161,669.75</b>				<b>\$7,370.16</b>	<b>\$154,299.59</b>

# SECTION 1



2107 East Edgewood Drive, Lakeland, FL 33803

**LIC. # EF20001059**

**Phone: 863.619.7734**

**Fax: 863.816.4591**

**jeff@soundwaveslakeland.com**

**Soundwaveslakeland.com**

## System Design

<b>Client</b>
Lake Ashton CDD1 4141 Ashton Club Drive Lake Wales, FL 33859
Home/Work: 863-324-5457 Christine Cell/Alt: Email: CWells@LakeAshtonCDD.com

Date:	4/16/2024
Proposal:	13415
Designer:	JeffB
Lot:	
Project:	
Builder:	
Super:	
P.O.:	

Room or Area	Qty	Description	Total
	1	Dalite 16:9 Motorized Projection Screen	4,750.00
	1	Motorized Projection Screen Installation	750.00

<b>Subtotal</b>	\$5,500.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$5,500.00

*World's Class Systems*

# SECTION C

# Lake Ashton

## Community Development District



May 6, 2024  
Matthew Fisher – Operations Manager

# Contracted Services

## Landscaping



- ✚ The most recent site visit report is included.
- ✚ Four New valve control boxes installed.
- ✚ Staff is working with Yellowstone to evaluate areas around ponds adjacent to roads for weed control.
- ✚ Pet Play Park Refurbishment Plan is attached.
- ✚ Revised irrigation quote from Yellowstone for the Pet Play Park will be included under a separate cover.
- ✚ Three quotes for sod installation are attached. Yellowstone and On The Ready Home Services will remove and install sod and treat the soil. Resmondo Sod will remove and install sod but they do not treat the soil.

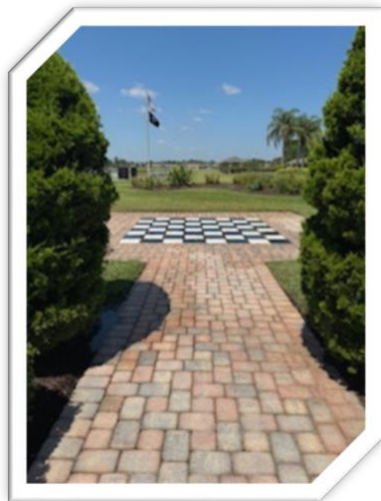
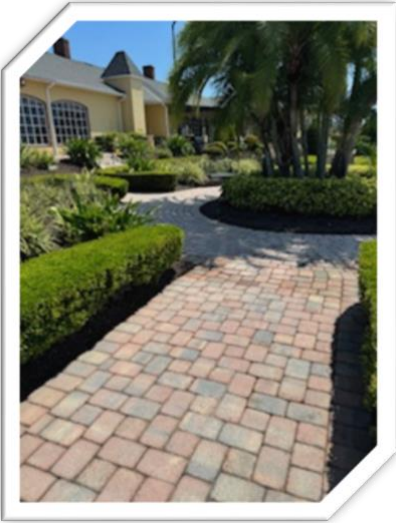
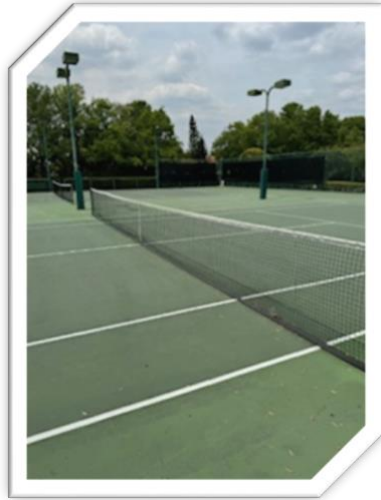
# Contracted Services

## Aquatic Management

- ✚ CDD ponds were reviewed with Applied Aquatics. Ponds remain in good condition.
- ✚ The monthly pond inspection checklist is included.
- ✚ The May LA Times included an article informing residents of ways to protect Lake Ashton ponds during the summer months.

# Facility Maintenance

## Completed



- ✚ Staff installed new flag pole rope near the Gate House.
- ✚ Staff replaced the broken tension wire to the Tennis Ct. net.
- ✚ Kincaid replaced the can lights at the Gate House with sealed LED fixtures. Two bad fixtures were replaced under the portico at the Clubhouse.
- ✚ Climate Guard replaced an AC unit at the Clubhouse.
- ✚ Kincaid installed a new push button timer controlling the spa therapy jets. Everything is working properly at this time.
- ✚ Staff pressure washed the Reflection Garden Pavers.



# Facility Maintenance Forecaster

- ✚ Clean light lenses in the Ballroom and replace damaged ceiling tiles. Tentative start date: week of May 6, 2024.
- ✚ Pressure wash Shuffle Board Ct. Tentative start date: week of May 13, 2024.
- ✚ Detail exterior of the Gate House. Tentative start date: May 6, 2024.
- ✚ Paint yellow caution edging on the east concrete walk way. Tentative start date: May 13, 2024.

For any questions or comments regarding the above information, please contact me by phone at (863) 956-6207, or by email at [mfisher@lakeshtoncdd.com](mailto:mfisher@lakeshtoncdd.com). Thank you.

Respectfully,

Matthew Fisher

# Applied Aquatic Site Visit Pond Checklist: 4/29/24

POND	APPERANCE	ALGAE	COMMENTS
E1	Good		Minor torpedo grass treated
E2	Good		Minor torpedo grass. Continuing treatments
E3	Good		Minor torpedo grass
E4	Fair		Minor Spike Rush being treated
E5	Good		Nothing to report
E6	Good		Nothing to report
E7	Fair	Yes	Minor algae north side where Spike Rush is present
E8	Good		Torpedo grass treated.
E9	Fair		Nothing to report
E10	Good		Spike Rush being treated
E11	Good		Nothing to report
E12	Good		Nothing to report
E13	Good		Nothing to report
E14	Fair		Water is low
GC1	Good		Nothing to report
GC2	Good		Nothing to report
GC3	Good		Torpedo Grass treated
GC4	Good		Nothing to report
GC5	Good		Eelgrass is present
GC6	Good		Minor Spike Rush
GC7	Good		Continuing copper treatments
GC8	Good		Eelgrass present in the deeper water
GC9	Fair		Nothing to report
GC10	Good		Nothing to report
GC11	Good		Minor Spike Rush appearing
GC12	Good	Yes	Minor algae present. Treating every 2 weeks
GC13	Good		Nothing to report
GC14	Good		Nothing to report
GC15	Good		Eelgrass present around edges
GC16	Good		Nothing to Report
GC17	Good		Nothing to report
GC18	Good		Minor Eelgrass
GC19	Good	Yes	Minor algae. Eelgrass present

GC20	Good		Nothing to report
GC21	Good		Water level is low

**LACDD GOLF COURSE PONDS**



# LACDD PONDS



# SECTION 1

# SECTION (a)

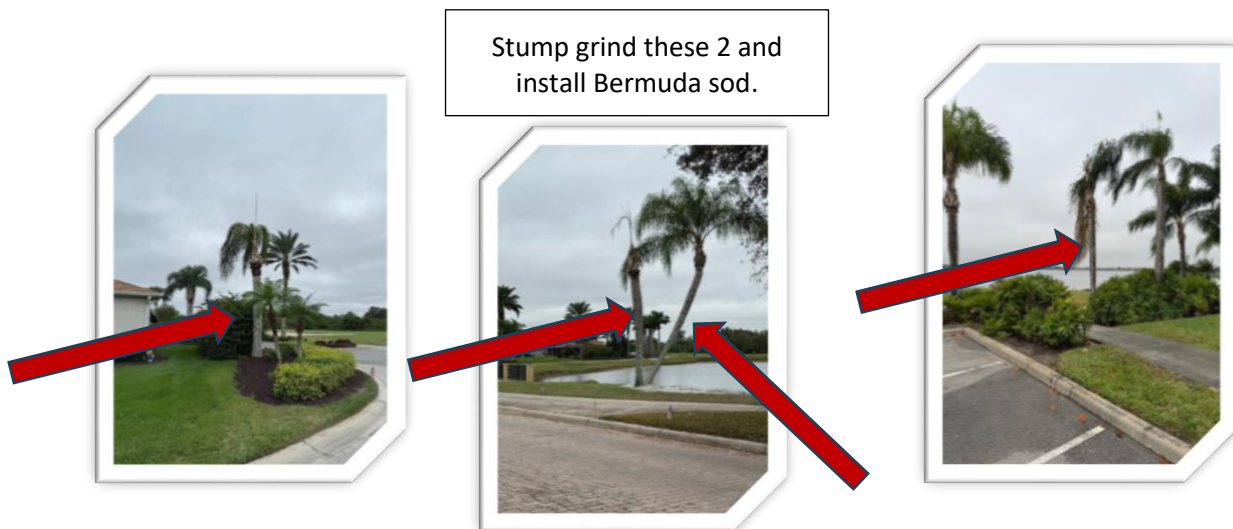
# Yellowstone Site Visit Report: 4/29/24

Task	Remarks (Including Specific Areas for improvement)	
<b>Mowing</b>	<b>Good</b>	Mow with the chute pointed away from the ponds.
	<b>Fair</b>	Blow off clippings after mowing each area at a time.
	<b>Poor</b>	<ul style="list-style-type: none"> <li>When approaching sandy areas around pond disengage blades.</li> </ul>
<b>Edging Completed</b>	<b>Good</b>	Nothing to report.
	<b>Fair</b>	
	<b>Poor</b>	
<b>String Trimming</b>	<b>Good</b>	Nothing to report.
	<b>Fair</b>	
	<b>Poor</b>	
<b>Weed Control Turf/Beds</b>	<b>Good</b>	Weeds starting to appear in beds more often.
	<b>Fair</b>	
	<b>Poor</b>	
<b>Shrubs/Ground Cover Care</b>	<b>Good</b>	Bromeliads need fertilizer.
	<b>Fair</b>	Gold Mound Duranta needs pruning.
	<b>Poor</b>	Lollipop Bougainvillea needs to be straightened on the entrance side neat the Gate House.

<p><b>Tree Care</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Magnolia leaves needs to be raked up around the property.</p> <ul style="list-style-type: none"> <li>Leaves need to be cleaned out from around the Blue Daze plants in the west parking lot.</li> </ul>
<p><b>Litter and Debris</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Litter is being seen around the Pool area (west side).</p>
<p><b>Pond Maintenance</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>String trim the correct direction around ponds.</p> <p>No need to be so aggressive string trimming around ponds. Leave some height to the grass around ponds.</p>

**NOTES**

Yellowstone is providing a quote to cut down 4 Queen Palms and stump grind 2 and install Bermuda sod.





## Lake Ashton CDD - Weekly Detail Sectional Map



- One section per week will be trimmed where needed : pruning methods and frequency may vary depending on plant material
- 1.5 sections per week will be weeded/sprayed for weeds in beds and hardscape areas
- Focal areas such as flower beds, pool areas, entrances, and clubhouses will be checked at a minimum weekly
- All trash and landscape debris in beds and turf areas when present

# SECTION 2

## **Pet Play Park Refurbishment Plan**

- Close the Pet Play Park for 8 weeks roughly.
- Install paver patios and watering station.
- Treat the grass and weeds with an herbicide.
- Till the area and remove dead grass and weeds in preparation for soil treatment.
- Install the new irrigation system.
- Apply the soil treatment.
- Install Bahia Argentine sod.
- Run irrigation daily until new sod roots.
- Yellowstone will determine the proper frequency of watering for the sod to flourish.
- Yellowstone will maintain the turf as stated in the contract. This includes pest control and fertilization. Pest control will be completed 1 time per year in the month of March. Fertilizer will be applied 4 times per year in the month of February, April, June, and October.
- Yellowstone recommends budgeting \$500-\$1000 in replacement Bahia sod. This can be taken out of the landscape maintenance improvements line item if needed.



**Proposal #: 416200**

Date: 4/23/2024

From: Jose Romero

Landscape Enhancement Proposal for  
**Lake Ashton CDD**

Christine Wells  
 Lake Ashton CDD

cwells@lakeashtoncdd.com

**LOCATION OF PROPERTY**

4141 Ashton Club Dr  
 Lake Wales, FL 33859

**Dog Park Bahia Complete Re-Sod - Updated**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Sod (sq ft)	7,000	\$1.16	\$8,150.94
General Labor	45	\$67.80	\$3,050.95
Soil Mix (2" layer or 40 CY)	40	\$75.00	\$3,000.00
Walk Behind Roto-Tiller Rental	1	\$375.00	\$375.00

This Proposal includes Demo and Laying New Sod. Accounts for 10% waste

Also includes adding 2" of rich top soil and rototilling prior to new sod being installed

**Terms and Conditions:** Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

**AUTHORIZATION TO PERFORM WORK:**

By \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Lake Ashton CDD

<b>Subtotal</b>	<b>\$14,576.89</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Proposal Total</b>	<b>\$14,576.89</b>

# BID

ON THE READY HOME SERVICES, LLC  
 1991 LAKE BUFFUM RD E  
 FORT MEADE, FL 33841

LAKE ASHTON  
 4141 ASHTON CLUB DR  
 LAKE WALES, FL 33859

**Bid #** 0000001

**Bid Date** 04/26/2024

Item	Description	Unit Price	Quantity	Amount
	REMOVE OLD SOD AND BRING IN 2" TOP SOIL INSTALL 7000 SQ FT OF BAHIA SOD AT DOG PARK	13453.89	1.00	13,453.89
<b>Subtotal</b>				13,453.89
<b>Total</b>				13,453.89
<b>Amount Paid</b>				0.00
<b>Bid</b>				\$13,453.89

**Travis Resmondo Sod, Inc.**

P.O. Box 966 \* Dundee, FL. 33838-0966

(863) 676-6109 \* FAX: (863) 676-2891

**SOD PROPOSAL**

**Submitted To:**  
**Lake Ashton CDD**

DATE: 04/11/24

**Contact:** Mathew Fisher  
**Phone:** 863-956-6207  
**Email:** mfisher@lakeashtoncdd.com

*We hereby submit the price information for your sod project at the above listed site:*

<u>SOD TYPE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>Total Price</u>
Bahia Sod Delivered	19 Pallets	\$135.00	\$2,565.00
Citra Blue Sod Delivered	18 Pallets	\$235.00	\$4,230.00
Bahia Sod R/O & Lay	8,550 Sq Ft	\$0.71	\$6,070.50
Citra Blue Sod R/O & Lay	9,000 Sq Ft	\$0.85	\$7,650.00

**\*\* OUR TERMS ARE C.O.D. UPON DELIVERY OF THE SOD \*\* ALL OTHER TERMS MUST HAVE PRIOR APPROVAL**

This proposal is subject to acceptance within ten (10) days and is void thereafter at the option of the undersigned.

Authorized Signature: *Marnell McWaters*

Title: Sales

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are hereby accepted.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\* PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE \*\***

# SECTION D

# SECTION 1





April 19, 2024

Samantha Ham – Recording Secretary  
Lake Ashton CDD  
219 E. Livingston Street  
Orlando, Florida 32801-1508



**RE: Lake Ashton Community Development District Registered Voters**

Dear Ms. Ham,

In response to your request, there are currently **1,392** voters within the Lake Ashton Community Development District. This number of registered voters in said District is as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

*Lori Edwards*

Lori Edwards  
Supervisor of Elections  
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

**PolkElections.gov**

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Para asistencia en Español, por favor de llamar al (863) 534-5888