

*Lake Ashton  
Community Development District*

*Meeting Agenda*

*September 23, 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

September 16, 2024

### **Board of Supervisors Meeting**

#### **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, September 23, 2024 at 9:00 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@gmsecfl.com](mailto:jburns@gmsecfl.com), or by telephone by calling (407) 841-5524, up until **2:00 PM on Friday, September 20, 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. Restaurant Update from Charm City (*requested by Supervisor VanSickle*)
5. Consideration of Revised Minutes from the July 15, 2024 Board of Supervisors Meeting and Minutes from the August 19, 2024 Board of Supervisors Meeting
6. Engineering Report
7. Old Business

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

- A. Discussion Regarding Revised Pet Play Parks Rules (*requested by Supervisor VanSickle*)
- 8. New Business
  - A. Discussion Regarding Potential Next Steps Regarding Sales Center (*requested by Supervisor Realmuto*)
  - B. Consideration of Renewal of Bingo Room Use Agreement (October 1, 2024 thru September 30, 2025)
- 9. Monthly Reports
  - A. Attorney
    - I. Memorandum Regarding Trafficking Affidavits
  - B. Lake Ashton Community Director
    - I. Consideration of Quotes to Install Permanent Roofline Lights
  - C. Operations Manager
    - I. Landscaping Update
      - a) Presentation of Monthly Landscaping Checklist and Report
  - D. District Manager's Report
- 10. 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
- 11. Public Comments
- 12. Supervisor Requests/Supervisor Open Discussion
- 13. 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, **July 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:

Brenda VanSickle	Chairperson
Mike Costello	Vice Chairman
Steve Realmuto	Assistant Secretary
Debbie Landgrebe	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jan Carpenter	Latham Luna, District Counsel
Garrett Posten	District Engineer, Rayl Engineering
Matt Fisher	Operations Manager
Christine Wells	Community Director
José Lopez	Yellowstone Landscaping

*The following is a summary of the discussions and actions taken at the July 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. Four Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. Burns asked for any comments on the agenda. Ms. VanSickle requested to move 7E up after Engineer's Report. Ms. Landgrebe requested to add an item pertaining to the storage units and Dunmore Road.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Meeting Agenda, was approved 4-0 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. Burns opened the public comment period. Ms. Burns noted they have a separate public hearing today on the budget that comes in the middle of the agenda.

Ms. Burns received an email public comment that was requested to be read from Gary Sfeir (4468 Waterford Drive). Mr. Sfeir stated, *“Over the past year, I have communicated with several Board members and Christine Wells that the audio for the Zoom calls is absolutely terrible. You may recall Lloyd making the same comment in the CDD meeting 3 or 4 months ago. I would like to express my support to having the Lake Ashton I CDD Board of Supervisors approve the budget line item for a new audio system so the monthly zoom calls are clear and the voices are understandable. I frequently attend the CDDII monthly calls via Zoom and I have never had an issue listening to their Board of Supervisor meetings. Thank you. Gary Sfeir 4468 Waterford Drive”*

Marti Schmidt (4404 Ventana) commented that she is concerned about going forward with the reciprocal easement contract, which to her sounds like a forever deal. She stated item six talks about permitted users and it discusses a non-resident member in the District’s rules, but there is no definition of who a non-resident member would be. She suggested the reciprocal easement contract be reviewed. She asked why they were putting something in there permanently and asked if they could have a lease agreement with them.

Mr. Realmuto responded to Mr. Sfeir’s comment on the Zoom audio and stated he 100% supports improving the audio for Zoom calls so residents can hear the Board of Supervisors meetings. He noted they discussed this at many meetings before. He also noted that reviewing the quote for \$57,000 did not include a single line item that would improve the audio on the Zoom calls.

Mr. Sfeir (4468 Waterford Drive) commented that he can hear clear today and he wanted to thank those who fixed the equipment.

**FOURTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Discussion Regarding Appointment to Vacant Board Seat #1 (*tabled from June 17, 2024 Meeting Agenda*)**

Mr. Realmuto moved to appoint Greg Ulrich to the vacant seat. He explained that his reasons were that the Florida statutes that governs CDDs, Section 190, states “*if, during the term the office, a vacancy occurs, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term.*” He expressed his belief that the community is best served by a full complement of five Board members.

Ms. VanSickle commended Mr. Ulrich for stepping up and running for this seat. She stated Mr. Ulrich will be seated in November. She noted her concern was that every decision they make has an impact and there are two sides to every story. She also noted a concern expressed to her that if they go ahead with this, they could impact the other elections. She stated she doesn’t want to be accused of doing anything that could impact or even be seen as impacting. Hearing no second to Mr. Realmuto’s motion, the motion dies.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes from the June 17, 2024 Board of Supervisors Meeting**

Ms. VanSickle presented the June 17, 2024 Board of Supervisors meeting minutes. She asked for any comments or changes. Ms. VanSickle sent Ms. Burns a couple minor details. Ms. Burns noted they received a couple of minor comments from Supervisors that will be incorporated in the signed version. Mr. Realmuto noted a correction on page six, fourth line down, where it has “*required*”, but should be “*acquired*”.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Minutes from the June 17, 2024 Board of Supervisors Meeting, were approved 4-0 as amended.

**SIXTH ORDER OF BUSINESS**

**Engineering Report**

Mr. Posten presented the Engineering Report to the Board. He stated they had a couple of projects that were completed, the Stone Creek Loop inlet repair, the flume on Hole #4, and the field work for the PCI Index update and they will have a report together



before the next meeting. He reported two projects that they have been working on. One is the City of Lake Wales sanitary sewer inspection, but they have not been responsive. He explained that they have moved up to the next level and reached out to the assistant city manager, but she is out of office and will be back tomorrow. He stated if they don't hear something from her, they have been coordinating with Brenda and they will keep escalating it until they get a response from the city. Ms. VanSickle stated she has no problem making phone calls. Mr. Posten is going to follow-up tomorrow. Mr. Posten stated the other project they have been working on is the inlets on Dunmore. They have coordinated with a few contractors. They have a quote that is pending and it's going to be to go in to the inlets, drain the water out of the pipes, possibly inject the hydraulics in it from the inside once they find where the infiltration is coming from. When they get the quote back, they will come back to the Board with recommendations on how to move forward.

#### **A. Storage & Dunmore**

*\*Item A was added to agenda by Ms. Landgrebe.*

Ms. Landgrebe noted the trench is not repaired and it is getting larger on both sides. She added she has saw a golf cart kind of tip as they go over it. Ms. Carpenter stated they reached out to the developer last week and Ms. Wells reached out as well. She explained that they would be contacting their engineer to get that worked out. Mr. Costello stated he and Ms. Wells spoke to them while they were doing the work there and they told them that when it's repaired, they expected it to be repaired in the same condition it was found in. He noted they apparently got the message; they just didn't pay attention to it. Ms. Landgrebe stated this is not an example of a good neighbor and now they want them to sign an easement. It was noted that this needs repairs immediately. Ms. Landgrebe asked if a resident gets injured through their bike falling or golf cart or vehicle damaged, what recourse do they have. Ms. Carpenter responded that they would come to the CDD and the CDD would go back to them and their contractor. Ms. Landgrebe asked if they could sue them now for not repairing it. Ms. Carpenter responded that she just got the message last week that they have not responded, their attorney responded immediately and got the information, and they asked them Friday afternoon to contact the

engineer. She recommended giving them a day to see if they contact and she will call the attorney again to tell them that she was advised today that this is dangerous and needs to be fixed immediately. Mr. Posten stated they have not heard from them yet.

**E. Discussion/Consideration of Draft Reciprocal Easement Agreement**

*\*Item 7E, was moved up and taken out of order.*

Ms. Carpenter provided a history over the past month stating they have probably had eight drafts of this. They went back and forth with their counsel and had a number of conference calls. There are two issues Ms. Carpenter addressed to make sure the Board is comfortable with. She explained that they idea is that they have a reciprocal easement meaning they get access to their entire parcel, which is the pathway and the part of the pond.

Ms. Carpenter addressed the comment earlier stating the non-resident users are people who have paid Lake Ashton the fee to be able to use all the amenities in Lake Ashton. She explained that the people that would use the boat dock would be Lake Ashton residents, Lake Ashton II residents and people who have paid the fee to use the amenities of Lake Ashton I or II.

Mr. Carpenter noted the developer requested saying if they don't have at least 50% of the docks used by those people, they wanted to have access to outside users because they need to break even on their expenses, which is the one change they asked for. She noted hopefully there will be enough Lake Ashton people that will want to use the dock that it will not be an issue, but they need to have access if at least 50% of the boat slips are not used because they have to be able to pay back the cost that it makes. She noted the second issue is people want access to the dock itself, which they said was fine, but they want everyone to understand clearly that when they build the boat dock, they will have a gate for the actual slip access because those people will be paying for that access. There will be a portion of the dock that is gated off for the people that are paying for that cost. Ms. VanSickle asked if residents with a boat that don't purchase or rent a boat slip can still have access to the boat ramp to put a boat into the lake. Ms. Carpenter responded yes. Ms. Landgrebe reminded everyone that so far they have not showed themselves to be good neighbors. She agreed that they should lease as opposed to an easement. She

also asked if they could go back to the Joint Amenity policy and increase non-member resident fees. Ms. Carpenter stated that they feel that they are adding an amenity for the Lake Ashton residents, and they feel that this is an amenity that residents should be happy about. She also stated that it gives them access to that lake and the pathway that is currently being used by the public, which could be shut off to the public. She noted she got the impression that this is the best they are going to do. She stated if they lease to them, then they get into the issue of taxes because it would be a private use. They would have to get into issues of bond counsel opinion not only on taxes, on the use of that small portion of the conservation land, if there are any bond funds used for it. She stated that a lease of government property for private use is a big deal and would take a lot of issues. She noted in this case, they are doing kind of a swap where they are each using the other portion of approximately the same value.

Mr. Realmuto addressed comments with the first one being a comment made by Ms. Schmidt on the non-resident user not being defined. He explained that non-resident user is defined in the Joint Amenity policy. He further explained that it is not something that is optional, they are required to do that. He stated the only question is what they would legally be able to charge for it. The other point he made was that this is about more than residents' access to the boat dock. He noted their team has done a great job in getting that codified in this easement agreement. He explained it's about access from the road nearby to the cart path and the ponds. He noted one concern in some of the phrases including the top of the second page of the easement agreement where it refers to unpaved pathways/roadways. He stated they want to do whatever they can to ensure that this includes access to the paved golfcart path. Ms. Carpenter responded she doesn't think that will be a problem.

On MOTION by Ms. VanSickle, seconded by Mr. Realmuto, with Ms. VanSickle, Mr. Realmuto, Mr. Costello in favor and Ms. Landgrebe opposed, the Reciprocal Easement Agreement, was approved 3-1 as amended.
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Ms. Carpenter asked that if they do have a little change or two, the Chairman could approve those.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Public Hearings**

**I. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget**

Ms. VanSickle asked to open the public hearing.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, Opening the Public Hearing, was approved 4-0.
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**a) Public Comment**

Ms. VanSickle opened the public comment period.

Ms. Schmidt (4404 Ventana) commented that on the budget, she couldn't get the proposed budget capital reserve fund amount to match up with the wheel of what they are going to do. She added the two numbers don't match. She stated she has been in accounting all her life. She asked why doesn't the wheel that is showing what these projects are going to be specifically matched to the line item that is in the budget. Secondly, she commented that the management letter for the review of the finances had a finding that the District inappropriately utilized budgeted capital reserve funds to mostly fund the deficit and the operations. She asked what the Board has put in place so that doesn't happen again and how do the residents know that won't happen again. She stated a budget is a budget and it doesn't mean they spend all the money. She also commented that in the capital reserve fund it says, "*golf course bridge maintenance, \$30,000*". She noted maintenance is operation cost, not a capital improvement. She added that if they were replacing them totally, great, but if they are just adding boards or fixing them, they go to operations. She stated she is reading it and she thinks they are doing a great job, but she is concerned about how the money was spent the last time when they trimmed the budget for capital, they took out the dog park and they took out \$57,000 for some audio-visual equipment. She asked if they were already in the process, is it going into this years, was it addressed this year. She thought the pet park was supposed to be 2025 and then all of a sudden she sees that they are redoing the pet parks. She is concerned about commingling of funds from each budgeted year and how the Board and staff is going to make sure that is prevented.

Ms. VanSickle thanked Ms. Schmidt stating that shows her that she read that very carefully. She explained that the pie chart in there is something that Mr. Realmuto did, and he will address that when they get to it. She noted that the suggestions of things to cut were Mr. Realmuto's suggestions.

Ms. Burns asked to close the public hearing.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle with all in favor, Closing the Public Hearing, was approved 4-0.

- b) Discussion Regarding Fiscal Year 2025 Budget Analysis Documents *(requested by Supervisor Realmuto; back-up documentation provided by Supervisor Realmuto)***
  - i. Proposed Fiscal Year 2025 General Fund Expenditures Chart**
  - ii. Proposed Fiscal Year 2025 Capital Project Fund Expenditures Chart**
  - iii. Lake Ashton CDD Cumulative Assessments Chart**

Mr. Realmuto stated he submitted three things on this, and the capital project fund is the second one. He reviewed these in order. The first one is that residents always ask where the money goes. He explained that the budget is essentially divided into two pieces, the general fund that covers their operating expenses and most maintenance and the capital projects fund from which they fund new capital projects, major renovations, etc. He briefly reviewed the general fund stating the percentages haven't changed much from year to year. The biggest notable increase the percentage of the pie is insurance from 3% to 4%, which has almost doubled in the last four years. Ms. Burns stated the only line items that changed in the budget since the Board approved the preliminary budget for the actual line items was the increase and that was based on the amount that they were provided from the insurance agent and that is because they went through and did an appraisal. She stated that the value of what they were insuring has been increased to reflect current values. She pointed out that is different from the regular insurance increases that they previously had based on percentages. She noted the largest portion of that was because of the appraisal that was done. Mr. Realmuto thanked Ms. Burns for pointing that out and responded that was actually a change from what they passed as the

proposed budget in May and the budget that is in this agenda packet. He added that allows him to address the comment the speaker made about discrepancies.

Mr. Realmuto addressed the comment about discrepancies stating he has the same deadline as everyone else for getting these in. These numbers were based off the proposed budget from May. Whereas the numbers in this agenda packet, he didn't get until after this was submitted. He noted that probably accounts for the relatively small discrepancies. He said that Ms. Burns is telling them that insurance when up perhaps even more than what he has because he was basing it on the main numbers.

Mr. Realmuto pointed out the other significant thing in the pie chart that is new, which is the access control system. He explained that is something they are adding, so there is no percentage increase there, but that is an entirely new item. He noted they are projected to spend \$128,000 less than they budgeted for. He pointed out that the take away is that the general fund is in good shape if they meet their projections. Ms. VanSickle stated they have discussed this budget for months and they were to the point of approving this budget. Mr. Realmuto stated he finished with the first item on the general fund, and he wants to address the next page.

Mr. Realmuto addressed the pie chart on the capital project fund expenses. He noted the capital projects fund is where they tend to overspend. He stated their big concern is with the proper funding of the capital projects fund, the funds are there when they need them. He addressed some discrepancies noted by Ms. Schmidt. He brought everyone's attention to the total contingencies in capital projects. The first column is \$535,000 and it does defer from what is in the budget by under \$2,000. He explained that is because it may have been revised, they changed the number or lots, or a number of other changes. He added that it is pretty close, and it certainly wouldn't change any of the percentages they see there. He noted that what this represents is what was proposed for capital project fund expenditures as percentage terms, and it gives an idea. He noted the second column is not from the Board, it's from him. The first column is what was approved in May for those as capital project. The second column is Mr. Realmuto's suggestion for ways they can trim the expenditures because he believes they have a spending problem, not an assessment problem. He noted that by trimming the four highlighted items, the numbers show that they could save \$105,000. He pointed out that this was just from the

FY 2025 budget. He went back and looked at what they could save by not spending everything that was allocated that they spent like originally the \$170,000 allocated for their current fiscal year budget, FY 2024, to refurbish the ballroom. Currently they have spent \$10,500 of that for the projector and the screen. Other than that, they can save \$160,000 by not moving ahead with that. He explained that means their expenditures, that are projected to be \$530,000 this month from the capital projects fund, would go down. By not only that \$160,000, but there are also other items in there that are pretty certain not to be done this fiscal year. They had \$40,000 in there for potential acquisitions and \$15,000 for a ramp to the reflection garden. He further explained that by simply cutting those, they would save over \$215,000. If they add \$215,000 to the \$105,000 that is \$320,000 in potential savings. He explained that it's important to note that every \$100 lot assessment increase on the 978 lots this year raises net revenue of \$95,363. Based on that, he explained, he believes there is room for an assessment decrease, which is really what the bottom-line of this budget discussion comes to. He stated he has this in writing and will pass it out to Supervisors.

Mr. Costello noted one of the problems they have had all along is waiting and the price keeps going up. They do not have a spending problem and where Mr. Realmuto was coming along with that was beyond him. They have a problem with inflation that they continuously put a job aside and then when they turn around to go to do it, they end up spending anywhere from 33%-50% more in order to get the job done. He pointed out they have a responsibility to keep this community in the same shape they found it when they drove through the gate. He stated if they start doing stuff like this, the price of the houses are going to go in the garbage. He doesn't want that to happen.

Ms. Landgrebe responded she agreed with Mr. Costello and added that this is what the problem has been with previous Boards, which is delay projects. She clarified that it was not this Board, and she told Mr. Realmuto she didn't appreciate him continually accusing them of spending money. She explained that they spend the money to maintain the community. Mr. Costello stated they have an obligation to keep the community up.

Ms. VanSickle stated she remembers four years before she got back on the Board, every person on the Board had a job and Mr. Realmuto was the financial person. She explained that she stood at the podium and pleaded with the sitting Board to please put

a stop to the losses that the restaurant is doing, which was over \$400,000. Mr. Realmuto responded that they lost less this month than they did last month, and he didn't think they should terminate them. They lost over \$400,000 and Mr. Realmuto is saying they have a spending problem. She added she will take responsibility because she was on the Board eight years prior, and they didn't raise assessments. They were a new community then and they were balancing their budget and funding their reserves, but now they are an aging community. She noted that they were playing catch-up with what was done on a previous Board of which Mr. Realmuto was the financial advisory. Mr. Costello stated they have to spend money sometimes in order to make money. He also stated they have to spend money, so they don't anticipate that when they do go to spend the money, that they are going to pay another 50% on what they budgeted. Ms. Landgrebe pointed out that the proposed budget doesn't include inflation increases when they actually go out to bid things. Mr. Costello did agree that the \$57,000 for a speaker and improvements, is a little excessive. He suggested maybe looking at rebidding that and seeing where it ends up.

Mr. Realmuto addressed the comments made by the other three Board members. He stated he was not in favor of letting anything go there. He believes they need to maintain their facilities to their high standards. His only point is that they don't need to do it on an arbitrary schedule. He thinks they should do things when the conditions require that they be done. As far as inflation, one thing has changed and that was their funds that they have on reserve. He pointed out that they have been starting the years after the carry over transfer that they usually make in January with close to \$1,000,00. He further explained that money earns interest, and it is projected to earn \$25,000 in interest for Fiscal Year 2024. He added he wasn't saying that will take care of all of the increase because things have gone up even more than that, but that offsets at least some of the more common inflation related things. He asked that the other Board members not misunderstand his position to be that they should let anything go. He clarified that they should maintain it when it needs to be maintained, but not just because they put it in a capital projects list. He stated he came up with \$320,000 and he wasn't saying some items shouldn't be done. He noted it was clear that a lot of things in the ballroom need to be replaced, but he didn't think it was going to happen this year. He pointed out that they



have overspent on other things, and they don't have the money there. He explained that there are some things like the \$57,000 for an audio system that gets them nothing but being able to segregate the two rooms when the divider is up. Mr. Costello responded that he agreed with Mr. Realmuto there. He added that the only thing he is saying is like the tennis courts. He explained that he and Ms. Wells have spoken to the people who use the tennis courts all the time and it's been around five years that this has been going on. He asked how much longer can they extend it out. He noted that they have an obligation to every person in this community that when people go to use an amenity that it is in proper working order. He also asked if they were defeating themselves by extending the use of it or are they helping themselves by maintaining it in a proper order. Mr. Realmuto responded that he remains openminded about that. He stated if the consensus is there is a reason to replace it now rather than later then he would change his mind on that item. However, he explained that with the \$17,000, that may be where they need to spend it, but they need to spend \$17,000 less somewhere else. He added that there was a lot of things on the capital projects list that could legitimately be deferred. Mr. Realmuto stated he was flexible, but they need to keep a very tight control on finances. Mr. Costello stated this is where the Sunshine Law has hurt them because someone will come to him with matters, and he can't go to any of the Supervisors with the matters until they come to a meeting. Mr. Realmuto noted he never criticized staff, but he in fact praised them. He pointed out that it is to their credit that so far they are projected to save \$120,000 out of the general fund, which will find its way into funding the capital projects fund if they don't spend it.

Mr. Realmuto addressed Ms. VanSickle's comment on him being a big proponent of the restaurant and the restaurant's spending. He noted he wasn't on the Board when the restaurant was accepted nor was Ms. VanSickle. He stated the proposal looked good, but he very quickly saw the Board had written a blank check. He spent the next year and a half making sure that the facts and the losses that they were incurring were put before the Board. He doesn't think anyone was as big a proponent as either fixing the problem or getting rid of the restaurant. It took a year and a half. He noted he was threatened and told he should resign from the Board because he wasn't supporting the restaurant. He stated he takes offense if he is being painted as big proponent of the restaurant after

seeing how they performed. He pointed out there was a single meeting when they brought in a new manager that he said it seemed like things were turning around and he suggested giving it another month or two. He added that over the course of the 18 months, he realized the amounts they were losing and was arguing for getting rid of that loss. Ms. VanSickle stated they very quickly saw the restaurant was losing money and she was pleading with the Board to terminate it and stop the hemorrhaging of money. She added that Mr. Realmuto's response was that they lost less that month than they did the month prior. She explained that carries over to where they are today because they lost all that money, and they were dinged in their audit for taking money out of capital reserves to cover losses. Mr. Realmuto explained what they did to address that, which was they started by creating a separate fund. He stated he was against that from the beginning, but they started by creating a separate enterprise fund for it and they have since dissolved that fund. He noted that issue was addressed. Mr. Costello suggested that instead of looking at it and saying they have a spending problem, they should look at it and say they need to find a way to bring more money in. Mr. Realmuto asked all Board members to be equally receptive to ideas for funding that can be deferred that does not harm the perception of their community for all their residents. He added that it is only through a combination of both revenue and being fiscally prudent with their spending that they are going to achieve what they need to achieve and have the money there. He pointed out that when he talks about cutting spending, it's not so they can spend less, it's so there will be more money in the reserve fund to spend on things that need to be spent on. Ms. Landgrebe pointed out that these are basic estimates. She added that staff has not gone out to bid because no vendor is going to give an appropriate bid. She explained that is what staff does once the Board makes a decision. Mr. Realmuto stated these bids are not current, but they are backed by actual bids or quotes for these things with the exception of the reflection garden rehab, which is a number they put in there. He understands that some of these things he threw out there as examples might not be what they want to do. But he noted if they just take two of the things they are talking about with one being the \$57,000, which maybe could be pared down or eliminated to fix what is really broken, and the other being not replacing the sod brings them up to \$73,000. He stated the point was if they could get to the \$95,000, it's \$100 less of an assessment increase they need. Mr.

Costello noted that every estimate they get on everything says it's good for a certain amount of days. He added that inflation is not only choking their community, but it is choking every vendor that they deal with. He asked if they want to be self-defeating or if they want to keep the place up. In reality, he stated, if they do it at the cheaper price, they are keeping it up at the best price possible.

*\*Supervisor VanSickle prepared the following handout to be incorporated into budget discussion.*

Fiscal Year	Gross per unit assessment	Assessment yearly increase	Cumulative \$ increase
2008	1621.40		
2009	1621.41	.01	.01
2010	1788.26	166.85	166.86
2011	1714.41	(73.85)	93.01
2012	1714.41	0	93.01
2013	1714.41	0	93.01
2014	1714.41	0	93.01
2015	1714.41	0	93.01
2016	1714.41	0	93.01
2017	1714.41	0	93.01
2018	1714.41	0	93.01
2019	1714.41	0	93.01
2020	1875	160.59	253.60
2021	1875	0	253.60
2022	1969	94	347.60
2023	2269	300	647.60
2024	2369	100	747.60
2025	2569	200	947.60

Prepared by Supervisor Van Sickle

Only had access to data back to 2008

Updated July 8, 2024

\$747.60 divided by 16 years equals \$46.72

\$947.60 divided by 17 years equals \$55.74

From 2008 to 2025

10 years with no increase

1 year with a decrease

*\*Supervisor Realmuto prepared the following handout to be incorporated into budget discussion.*

Provided by: Supervisor Steve Realmuto  
 Date: July 15, 2024

**TRIMMED FY2024 CPF EXPENDITURES**

Ballroom Refurbishment (not already approved)	\$160,094
Potential Aquisitions	\$40,000
Ramp To Reflection Garden	<u>\$15,000</u>

**TOTAL FY2024** **\$215,094**

**TRIMMED FY2025 CPF EXPENDITURES**

Upgrade Speakers & Sound Equipment to Include Sound Segregation	57,000
Tennis Court Color Coat - Moved from 2020	17,039
Replace Sod at Pet Play Park	16,100
Reflection Garden Rehab	<u>15,000</u>

**TOTAL FY2025** **105,139**

**TOTAL SAVINGS REDUCING THE NEED FOR ASSESMENT INCREASE** **\$320,233**

**Note: Every \$100/lot assessment increase on 978 lots raises NET Revenue of:** **\$95,363**

**c) Consideration of Resolution 2024-07 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds**

After the discussion in the above item, Ms. VanSickle made a motion to approve Resolution 2024-07.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with Ms. VanSickle, Mr. Costello, Ms. Landgrebe in favor and Mr. Realmuto opposed, Resolution 2024-07 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved 3-1.

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

Ms. VanSickle asked to open the public hearing.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Opening the Public Hearing, was approved 4-0.

**a) Public Comment**

Ms. Burns stated this public hearing is imposing their assessment for collection based on the budget that the Board adopts. It imposes the assessment for both debt and O&M. Hearing no public comments, Ms. VanSickle asked to close the public hearing.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, Closing the Public Hearing, was approved 4-0.

**b) Consideration of Resolution 2024-08 Imposing Special Assessment and Certifying an Assessment Roll**

Ms. VanSickle presented Resolution 2024-08 to the Board.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with Ms. VanSickle, Ms. Landgrebe, and Mr. Costello in favor and Mr. Realmuto opposed, Resolution 2024-08 Imposing Special Assessment and Certifying an Assessment Roll, was approved 3-1.

**B. Consideration of Resolution 2024-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025**

Ms. VanSickle presented Resolution 2024-09 to the Board. Ms. Burns stated they kept the schedule the same, but they did make a couple of changes based on holiday schedules, etc. Ms. Landgrebe requested to change the May 19 date to May 12 and June 16 date to June 2. The Board agreed with changing May 19 to May 12. After discussion, the Board agreed to change the June 16 date to June 23. It was also decided to move the Budget Workshop to the March 17 meeting.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Resolution 2024-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025, was approved 4-0 as amended.

**C. Consideration of the Adoption of Goals and Objectives for the District**

Ms. Burns stated there was a change in Florida Statute that requires all CDD Boards to adopt goals and objectives. She pointed out they were just notified of this last month, and they need to adopt it prior to October 1. Ms. Burns' office put together and recommended a general goals and objectives sheet to present to the Boards, which would comply with statutory requirements that are in place. Mr. Realmuto requested to change the requirement of only three regular Board of Supervisor meetings to at least six Board of Supervisor meetings. The Board agreed with Supervisor Realmuto's request.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Adoption of Goals and Objectives for the District, was approved 4-0 as amended.

**D. Presentation of Fiscal Year 2023 Audit Report**

Ms. Burns stated the audit report is included in the agenda packet for review. She noted the District is required to get an annual audit. There was one finding that has to do with the funds for the restaurant. They anticipate that issue will not be noted for the next Fiscal Year because this is the Fiscal Year 2023 audit. She explained this has been submitted to the state prior to the June 30 deadline. She further explained this was an independent audit report, and they are looking for a motion to accept it.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, the Fiscal Year 2023 Audit Report, was approved 4-0.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Ms. Carpenter stated this month has been spent mostly dealing with the reciprocal easement and she also had a number of questions from the Board members this month on various issues. Other than that, she stated there was nothing out of the ordinary this month.

**B. Lake Ashton Community Director****I. Consideration of Quotes to Paint the Clubhouse and Surrounding Amenities**

Ms. Wells presented the Community Director Report to the Board. She provided an update on safety and security stating they met with LA II CDD staff and they are going to be receiving their training from Securitas, so they received theirs. She noted they have a separate contract, and they received the training as well and they are going to be attending their training when they have theirs. She pointed out they attended theirs when they had theirs, so they will get training again. She added that they are pretty well-versed with the system with everything they have worked through with the system. She stated training for residents is still pending. She also stated the walkthrough with Securitas staff occurred on June 21 where, they put together a list that she sent Supervisors that had all the concerns they had in regards to installation and some camera issues that they had. She added that to her knowledge, most of them have been taken care of. She stated they have done a decent job. There were some drywall repairs that need to be done. They sent pictures of every door to walkthrough and there was one pending camera issue to be taken care of. She stated they are still aiming to do distribution around the end of July/beginning of August. She noted there hasn't been anything going out to staff yet because she wants to wait until LA II CDD gets their training and staff gets back from vacation because she needs everyone there when they do it. She stated the Joint RFID and Amenity Access Card Policy has been finalized with the changes discussed at the June meeting. The final document was sent to all Supervisors on June 26. She stated they received the sign for the Thompson Nursery Road entrance, and it will be installed this week.

Ms. Wells provided a TECO follow-up stating she emailed him a list of every issue with every pole. She anticipates that it will take a while because every pole needs to be painted and a few where the lights stay on during the day. She received an email while she was on vacation about someone reporting that the lights off. She added most of it is poles that need to be painted and poles with no identifying numbers on the front. There were only about four or five leaning poles out of the 233. She noted she is still working with them, and she doesn't have an update, but they do have everything. She received an email back saying he was on vacation this week.

Ms. Wells reviewed general updates and follow-up. She stated the main thing she wanted to talk about was the kayak company. She went back to the kayak company with the questions Board members had at the April meeting. The following options were offered to get the program started with the required activation fees. She noted with either option, it is recommended Lake Ashton charge \$30 per 2-hour rental with 50% going to Lake Ashton and 50% going to rent starting on Day 1. She stated staff doesn't recommend moving forward with the current options that are on the table. She added that staff did ask if they would be willing to retain 100% of the revenue coming in, but they were not willing to accept that option at the present time. They met with RTC Outdoor on April 29 to begin plans for the Clubhouse "backyard" to include the areas discussed at the Budget Workshop, but this plan has not yet been received. She noted they have met with one of their vendors there as well. She followed up with her before she went on vacation to see if there were any updates, and she was going to get with their landscape vendor. She added that they are supposed to be providing a 3D drawing or map of what they would recommend for being in the back area for Supervisors to consider. She pointed out that it is something that they are doing free of charge, and they were trying to be patient. She stated they did get quote from another vendor that is about \$10,000.

Ms. Wells reviewed the Project Tracking List. She stated they are still tying everything in with the conversion to natural gas. They have made some sod replacement on the golf course side, and she is working with them on that because there were some issues with how the sod was laid. She has a third vendor that is going to come and give a quote on replacement of the restaurant equipment tomorrow. She is going to move forward with alternative gas with doing the conversion with that. The other contractor that she had coming in could only do part of it. She explained that she wasn't feeling very confident in that, so she would rather go with someone who they have worked with in the past who has a proven track record with them as well as other customers.

Ms. Wells presented quotes to paint the Clubhouse and surrounding amenities. She stated there was a purchase analysis that was put on the front to compare the two. She noted the last date that the Clubhouse was painted was 2016, the last date the pavilion was painted was in 2008, the last date the shuffleboard court was painted was



2008, and the last date the pool columns was painted was 2016. After discussion, it was decided to go with Bock & Hoeft Custom Painting's quotes for \$35,185.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Proposals from Bock & Hoeft Custom Painting for \$35,185, was approved 4-0.

**C. Operations Manager**

**I. Landscape Update**

**a) Presentation of Monthly Landscaping Checklist and Report**

Mr. Fisher presented his report to the Board. He stated they had five dead queen palms removed along Lake Ashton Boulevard. He stated there was still some shell to be removed and Bermuda grass to be installed. They are working on getting extra weed control scheduled. José will be getting some stakes for the leaning bougainvillea at the entrance and he will get that taken care of this week. He noted the firebush at the entrance to the community seems to be growing at a rapid pace. They trimmed it down about a foot, but it grew back. They are going to trim it back another foot and maintain it at that level for visual reasons for drivers. He noted the shrubbery is getting tall and unsightly at Aberdeen, so staff is going to trim that down to about fence level.

Mr. Lopez stated next week starting Monday they are going to be taking care of the palms throughout the whole property. He noted there may be some lane closures and the crew is going to have extra people to redirect traffic.

Mr. Fisher continued presenting his report stating the CDD ponds were reviewed with Applied Aquatics. He stated there are still some ponds that are dry with vegetation growing. Those weeds are going to be treated. He pointed out that Pond GC3 is overrun with American Lotus Lilly, but it's being treated. He stated they replaced the two entrances to the pavilion. He also stated staff installed a water fountain at the shuffleboard court. He noted they would pressure wash columns and fencing along the bridge near the island green and paint the columns and light fixtures. The tentative start date is the week of July 15, 2024. He also noted the bumper pads at the shuffleboard court will be replaced, which should start the week of July 22, 2024. Mr. Fisher concluded his report presentation.

**D. District Manager’s Report**

Ms. Burns had nothing specific to report to the Board, but she was happy to answer any questions. She reminded the Board she will send someone to fill her spot next month.

**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. Burns presented the financial report to the Board. She was happy to answer any questions. Mr. Realmuto commented on the combined balance sheet stating the balance in the capital projects fund as of now is \$694,000. He noted in the general fund they have some savings, but in particular, since they haven’t actually activated or started paying for the access control system, they are projected to save quite a bit as well.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Check Run Summary, was approved 4-0.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Resident Frank Kennedy (3065 Dunmore Drive) commented on the contracts that Lake Ashton generates for vendors based on his experience in his professional career. He feels the security vendor has got away with a lot. He thinks they need project schedules tied to progress payments and their purchase orders need to be looked at closer by their lawyers.

Resident Marti Schmidt (4404 Ventana) commented on the budget and tennis courts.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests/Supervisor Open Discussion**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

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

\_\_\_\_\_  
Secretary / Assistant Secretary

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

**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, **August 19, 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:

Brenda VanSickle	Chairperson
Mike Costello	Vice Chairman
Steve Realmuto	Assistant Secretary
Debbie Landgrebe	Assistant Secretary

Also present were:

Jeremy LeBrun	District Manager, GMS
Jan Carpenter	Latham Luna, District Counsel
Alan Rayl <i>via phone</i>	District Engineer, Rayl Engineering
Garrett Posten	District Engineer, Rayl Engineering
Matt Fisher	Operations Manager
Christine Wells	Community Director
Pete Wittman	Yellowstone Landscaping

*The following is a summary of the discussions and actions taken at the August 19, 2024 Lake Ashton Community Development District Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Mr. LeBrun introduced himself and called the meeting to order at 9:00 a.m. He called roll. Four Supervisors were present in person constituting a quorum.

Ms. VanSickle called up onsite restaurant owner, Nick, to speak. The restaurant owner asked the Board how they think the restaurant is going, how they think they are interacting with the community and how they have adjusted like they said they were. Secondly, he asked for some kind of solution to the rent because they are not getting the support that they feel they should be getting from the community. He discussed all the things they have tried. He noted he didn't know what else to try to get more people to come in from the community. He asked about the upgrade to the security systems. Mr.

Costello responded that the security upgrade will hopefully be covered within the next few weeks.

Ms. VanSickle provided some suggestions to the restaurant owner, which included the restaurant menu and the advertisement and communication of specials, etc.

Mr. Realmuto stated he thinks the restaurant owner needs to look at other areas besides the financial. He asked the restaurant owner for other ways for the Board to help him. He explained that the restaurant owner needs to understand that they are investing a certain amount because this is an amenity for Lake Ashton residents. They have spent somewhere between \$50,000 and \$100,000 on the restaurant this year. He further explained that they have certain expenses to cover too. He doesn't think lowering the rent even further is an option that is going to cover those expenses.

The restaurant owner stated a sign out front would be one way to help him get more people in from the outside. Ms. VanSickle responded that was in process because there is still some issues with that.

Regarding the rent, Ms. VanSickle pointed out that one thing they don't have is the property taxes. She stated she would be willing to lower it to about \$1,000 a month. She stated they aren't trying to make money off the restaurant, and they want the restaurant owner to succeed.

Mr. Costello stated they don't want the restaurant to close. He pointed out that Bingo is every Monday night. He suggested opening on Monday and offering a special on this day. Ms. Landgrebe noted her concern is that this suggestion might possibly be an obstacle for John on Bingo night. The restaurant owner suggested that he could just do the bar, so it will not be an issue for John. He stated he will look into this suggestion from Mr. Costello.

Ms. Landgrebe suggested that with the entertain series coming up, the restaurant owner could do a particular item to showcase. She discussed a few other great opportunities coming up for the restaurant business. The restaurant owner explained that this year has been a big learning curve with how things work inside the community of Lake Ashton. Ms. Landgrebe stated at this moment, she agrees that they should help the restaurant owner.

Mr. Realmuto stated the rent at essentially \$1,000 a month would not cover the taxes as what they were 30 years ago. He thinks they should look at something that would cover the taxes. He asked the restaurant owner if he was not seeing the revenue or the traffic. The response was both. Mr. Realmuto asked the restaurant owner to give the Board some idea of the magnitude of the revenue shortfall. The restaurant owner explained the restaurant's revenue shortfall. Mr. Realmuto stated he is trying to understand the difference and how much it needs to improve. Mr. Nick responded that number wise, it needs to go up at least \$5,000 a week in both seasons to make ends meet. Mr. Realmuto stated he thinks there are things that Mr. Nick can do about that and things that the Board might can do to help make that happen because they want to keep Mr. Nick there as the restaurant owner in Lake Ashton. He asked Mr. Nick to keep in mind that that's the amount that needs to be made up and \$500 reduction in rent is not going to get them there. He added a lot more needs to be done. Mr. Realmuto asked the restaurant owner when he plans to become current with rent. The restaurant owner's response was that he can start paying after this meeting.

Ms. VanSickle stated she thinks Nick, the restaurant owner, is trying to work with them and she thinks they need to try to work with him. She again stated she would be willing to lower the rent to \$1,000 a month.

Ms. Landgrebe asked the Board and staff if they could also look at expediting a sign outside. Ms. Wells stated she had a quote that is ready to be presented to the Board. Mr. Realmuto asked where this sign would be placed. Ms. Wells responded that it would ultimately be up to the Board of Supervisors, but her suggestion was to put it at the front entrance of the community. Ms. Wells stated the goal was to put it towards facing traffic, which is why they may need one on each side because otherwise the signs may not be seen until they pass the entrance. Ms. Carpenter recommended Board approval of the sign and to let the engineer work with Ms. Wells to see the best placement.

Ms. VanSickle stated she is willing to work with Nick on things they can do, but in order to change the rent, it needs to be a Board decision. Mr. Realmuto stated it was a little inclined not to do it while there are amounts pending. He thinks the rent should be current before the Board considers any change. He suggested they put this item on the agenda for the next meeting. Mr. Realmuto made a motion to defer consideration to

decrease rent to their next meeting. There was no second motion, and the motion failed 1-3.

Mr. Costello made a motion to waive late fees and penalties, to lower rent for restaurant to \$1,000 from July to December and to delegate the Chair to work with the restaurant owner.

Mr. LeBrun opened the public comment period. He informed the Board that the internet was still down. For the Zoom listeners, they will use a mobile hotspot to stream the audio.

Resident Al Cooney (4303 Ashton Club Drive) asked if they would be paying the taxes or will the restaurant owner be paying the taxes. Ms. VanSickle responded that there would probably be a small shortfall. Mr. Carpenter responded that there is contingency in the budget for next year as well as money left for this year to cover that small amount. Mr. Cooney stated the way he is looking at it he doesn't think there is enough money in there to pay the taxes. Mr. Costello responded that there is going to be a shortfall but asked if they want to go without a restaurant. Mr. Cooney responded that he wasn't talking about the restaurant but is talking about the taxes. Mr. Costello responded that there should have been enough money to pay the taxes. Mr. Cooney stated that there isn't enough now. Mr. Realmuto responded that staff has done a great job helping the Board manage the general fund budget, which is where the taxes are paid out. He noted they saved enough in other areas that there is enough money to cover that. Mr. Costello stated it was going to impact them on the income side of the budget as far as they are not bringing in the amount of money they thought they were going to bring in from the restaurant.

Resident Dan Davis (4445 Turnberry Lane) stated Nick, the restaurant owner, has bent over backwards for this community to try to keep the restaurant open. He added that anything the community and the CDD Board can do to make this restaurant owner's business succeed should not be a problem.

Resident Francis Kennedy (3065 Dunmore Drive) stated he was going to commit to going to the restaurant once a week minimum and he is going to ask his fellow residents to do the same. He also stated that if everyone within this community could go a minimum once a week, it would help Mr. Nick and his staff a lot.

Resident Michelle (4073 Stone Creek Loop) stated Nick, and his staff have been so hospitable. She is offering to help. She commented on how to get the community members involved to help with the ideas as well because she has a few ideas herself. She thanked Nick and his incredible team. Ms. VanSickle thanked Ms. Michelle and told her she would be in touch with her.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with Ms. VanSickle, Ms. Landgrebe, Mr. Costello in favor and Mr. Realmuto opposed, Waiving Late Fees and Penalties, Lowering Rent for Restaurant to \$1,000 from July to December and Delegating Chair to Work with Restaurant Owner, was approved 3-1.

The pledge of allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. VanSickle apologized for everything being out of order so far. The meeting agenda was amended to add the restaurant discussion.

On MOTION by Ms. Landgrebe, seconded by Mr. Costello, with all in favor, the Meeting Agenda with Addition of the Restaurant Discussion, was approved 4-0 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)***

Mr. LeBrun opened the public comment period. Mr. LeBrun noted again that the internet is not working, so there are no comments that can be pulled from Zoom.

John Sebastian (Lot 931) commented that he is so excited that they are looking at new colors for the clubhouse. He noted his favorite color is intuitive off white. He added that he doesn't think they could go wrong with any of the color presented in the minutes, but he thinks it's time to change it up and go with something other than yellow. He



explained that the white brings a freshness, new look, a more modern look. He noted his favorite colors are PPG1022-2, PPG1022-1, PPGG1136-5, and PPG1022-5.

Francis Kennedy (3065 Dunmore Drive) also commented on the clubhouse paint colors and agreed with Mr. Sebastian's recommendation on the intuitive off white color. He stated he appreciated the engineer's report because it is very detailed and definitive. He reiterated the importance of Lake Ashton attaching to all PO's and extensions a detailed terms & conditions clause including such things as consequential damages, liquidated damages, warranty clause, failure to perform, payment terms, force majeure, etc. Ms. Carpenter responded that they prepared contracts that include all those provisions for anything that is material. On the smaller contracts, they are generally not asked to do that. She explained that they have to weigh the benefits versus the cost. She stated that is up to the Board if they would like for them to review and add addendums to all the purchase orders that the Board receives. Mr. Realmuto asked Ms. Carpenter if the three major contracts that they have coming up later in this agenda have terms and conditions attached to each or any of those that maybe weren't included. Ms. Carpenter responded that until they are approved they general don't. She explained that the extensions were just renewals, so those provisions are already in all those contracts. She added that these are just the renewals. She noted for anything that is approved by the Board, they can do it after the fact. She further explained that they add just a short addendum adding the government provisions if it's just a purchase order. If it's anything that is material, then they are asked to do a full contract. Ms. Landgrebe asked what is considered material. Ms. Carpenter responded that it was usually up to staff, but generally if it's in the \$8,000 to \$10,000 range. She noted again that it's up to the Board if they wat them to renew all the purchase orders. Mr. Realmuto responded that they need to make sure that most their staff has oversight to be sure that they review those terms very carefully. Ms. Landgrebe noted in regard to warranties, she wants to make sure they are included, especially with the landscaping. Ms. Carpenter responded that she is hoping that Yellowstone has the warranties in their proposals that are an attachment, but they will double check that. She stated if the Board approves, it will be subject to them making sure the warranty language is in there.

Jonathan Ridpath (4135 Aberdeen Lane) stated he was not commenting on anything specific to the agenda, but he sent a letter to the Board on July 16. He noted one Board member never responded and the other two responded with what seemed like a form letter. He wants to get his letter into the record, and he was told he had to come here and read it. He read his letter aloud stating he was commenting on the behavior he witnessed during the CDD meeting on Monday, July 15, 2024. He is appalled with the treatment of Mr. Realmuto by other Board members during the meeting. He specified that during agenda item 4A tabled business from June 17, 2024, Mr. Realmuto made a motion to discuss the language of Florida Statute 190.006, which clearly states that in an event of a vacancy, the Board shall appoint or replace the member. He noted in legal terms “*shall*” is an imperative command, usually indicating that certain actions are mandatory, not permissible. He added that Mr. Costello, Ms. Landgrebe and Ms. VanSickle refused to second the motion and there was no discussion. He asked the Board of Supervisors why they refused to discuss the motion and why they would want to go months with only four Board members. He explained that the perception was that some of the Board are eluding to keep Greg Ulrich off the Board until November. He also pointed out that when Mr. Realmuto attempted to put forth some reasonable reductions in the budget, he was immediately attacked and yelled at by Mr. Costello, Ms. Landgrebe kept interrupting and Ms. VanSickle did nothing. He questioned why Mr. Realmuto is being bullied. He stated over the last two years he observed that Mr. Realmuto and Mr. Howison are the only Supervisors who entertained budget reduction ideas. He also stated that there are quite a few people in this community who feel the Board is not spending their money wisely. He believes the CDD Board has a spending problem. He asked the Board of Supervisors to please remember they are on the Board to represent all the members of the community, not just friends or the ones yelling the loudest. He also stated the Board of Supervisors need to take into consideration that many people are struggling. He suggested that if something comes in front of the Board, an important question to ask is if it’s needed or something that would be nice to have. He feels that Mr. Costello, Ms. Landgrebe and Ms. VanSickle are in violation of Florida Statute, and they should all resign immediately.

Ms. Carpenter noted if anyone has a letter or anything they want the Board to see, they can submit it to the manager, and it can be included in the agenda, so they don’t

have to attend the meeting if they are not able to. She also clarified on the 190.06 issue that the language does say “*shall*”, and it’s mandatory, but there is no time designated time-period. She explained that several CDDs hold off on appointing someone until the election since they know that is coming soon. She further explained another alternative that CDDs use is to put out a request for resumes or interest for anyone else who wants to so the Board can see if there is anyone else that wants the position.

Mr. Costello responded that this isn’t the first time that this has happened. He also commented on the accusation of collusion made about the three Board of Supervisors.

Ms. VanSickle responded that one comment about the Board behaving better that was made was valid, but she didn’t think it was just the three Board members. She noted there is an underlying issue that keeps bringing this forward. She explained that there is two sides to every story.

John Parizek (4167 Aberdeen Lane) commented on the color schemes for the clubhouse, the guard shack and some of the other buildings in the community. He stated he doesn’t like the light colored hues. After reviewing the color scheme, he stated only the color in that scheme, halo, is an approved color by the HOA. He question why they would be choosing colors that the rest of the community is bound through certain colors. He reviewed the CC&Rs to see if anything references this and he came across three sections. He also commented on Florida Statute 190.0064 stating he agrees that it doesn’t include a timeline to appoint somebody. In saying that, he added that it also doesn’t say that they can choose to appoint somebody or not. It says you “*shall*” appoint someone. He stated that it makes sense since Mr. Ulrich will be assuming that seat in November that he would be a likely candidate for early appointment. He doesn’t think it makes sense to keep that seat vacant. He believes the seat should be filled and it should be filled by Mr. Ulrich.

Ms. Carpenter addressed the comment about CC&Rs. She noted that the CDD is not a lot owner or a member of the HOA. She explained that guest practice has been that the CDD complies when they can but is not bound by all the terms that lot owners are going by. Ms. VanSickle added that Ms. Wells has gone over the community looking at the colors and would never pick anything that wouldn’t blend in well with the rest of the

houses. She also pointed out that this is a lot bigger building than their personal homes, so they have to think about the color.

Charles Witski (4179 Aberdeen Lane) commented that there was a load of gravel dumped in the back parking lot. He requested for that to be cleaned up, so the presentation is better. He also commented that there was a lot of mulch missing where they did the gas lines out front. He explained that every time it rains, they get mud on the sidewalk. He requested to get the mulch down. He also commented on overgrown bushes on the fence line. He requested that the bushes be leveled with the fence line because he thinks it would improve the appearance of their community. Ms. VanSickle responded that she thinks staff can look into those requests.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes from the July 15, 2024 Board of Supervisors Meeting**

Ms. VanSickle presented the June 15, 2024 Board of Supervisors meeting minutes. She asked for any comments or changes. Mr. Realmuto commented that there were two handouts given to Supervisors, one from Mr. Realmuto and one from Ms. VanSickle. He has two issues with the minutes. One that only one of the handouts was provided and he thinks both should be provided. The other issue was that the Board's discussion was not reflected in the minutes on the four items he provided for each fiscal years budget and the examples and ways they could save money. He asked the Board to not approve the July 15, 2024 minutes until both handouts are included as well as the discussion related to those handouts. The minutes from the July 15, 2024 meeting will be redone and brought back for approval.

**FIFTH ORDER OF BUSINESS**

**Engineering Report**

Mr. Posten presented the Engineering Report to the Board. The first item discussed is regarding the City of Lake Wales sanitary sewer inspection. He explained that they are making progress with the city, and they have now got back to them. They reviewed the CCTV footage, and they provided them some commentary and notes that he thinks they need to take more time to address. He further explained that they came back to them Friday stating that they are going to get a third party contractor to come and

do a better inspection of the lines than what they could provide in-house. He noted they are agreeable to that; they will make sure that happens in a timely manner and they will bring it back to the Board. Ms. Landgrebe requested that it be within the next 10 days. Mr. Costello responded that he agreed with Ms. Landgrebe, but he doesn't see that happening. Mr. Realmuto stated timeline aside from that, he asked Mr. Posten to address some of the things he saw in the video that was provided, what problems it caused for them and how the city should address it. Mr. Posten explained that what they saw in the footage was areas where there is definitely infiltration in the lines silt sediment buildup. He added that they did not find many locations where it's a panic that that is where it's coming in. It's just in the lines. They also saw some low points in the lines, which indicates that it is settled. He noted direct ties to what is going on on the surface, they don't have that yet aside from one location on Ashton Palms, which is a broke pipe that was saw on the video. The city will repair the pipe and the pavement on top. Ms. Landgrebe ask if they could request the city to reimburse them for incurred costs. Ms. Carpenter responded that they could certainly request it. Ms. Carpenter is going to stay on top of this.

Mr. Posten discussed his next item which is the Hole #4 pond bank repair. He explained that the repair was done, but the rain is still pushing through. It's brought the main area of concern back. He explained that the contractor made that repair twice. They don't think there was a construction defect. They do think it is due to the weather and timing. They are looking for alternative options for that. He noted there is also a full bank restoration plan on that in the next fiscal year and this may be one of the alternatives as they monitor it and get it completed with the full bank restoration. Mr. Realmuto noted concerns. He stated they were not talking just about the repair that was done. For reference, that was a repair they paid \$1,750 for. He noted that repair was done well before the hurricanes. He pointed out that it was washed out when they had a normal Florida thunderstorm. He doesn't buy the fact that it was something unusual that caused it. He understands the proximity, but when they do repairs, they should be expecting rain. He pointed out that the levels of the pond didn't rise prior to the effect from the hurricane. He suggested that perhaps the design of the change wasn't sufficient to handle conditions reasonably expected. He thinks they should be able to expect that we get more than a week or two, which is what they got out of it. He noted he doesn't think the engineer

should have signed off on it. He stated they need a better repair. He suggested that this does not need to, and they need to take an emergency measure before they lose the entire cart path. Mr. Posten clarified that he wasn't linking it to the one significant rainfall event, it's the frequent rainfall events. He explained when they approved the repair, it was the transition between a dryer part of the season and the wet part of the season. Ms. Landgrebe responded that the repair was obviously not a proper repair. She asked what the solution was. Mr. Posten responded that the solution is to restore the whole bank and make it a significantly wider section next to the cart path. He added that is what they have recommended the CDD budget for the next fiscal year. He doesn't know if the funds are there to make that size of a repair now. Mr. Realmuto responded that the reason they maintain their reserve is to handle emergency repairs like this. He wants to see a plan for what would fix the problem with frequent rain. He thinks this should be their #1 priority in terms of things that need to be addressed to prevent further damage. He also stated that if it's that much of a problem that it can't be addressed, they should perhaps consider moving that portion of the path to where it can be maintained. Mr. Posten stated they can bring a recommendation back for the Board next month. Ms. Landgrebe asked if the recommendation would include preliminary pricing. Mr. Posten responded that he would do his best on that. Mr. Realmuto stated essentially they threw away the \$1,750 and he wasn't happy with that. He doesn't think the responsibility necessarily falls on the contractor because he implemented what the engineer proposed. He doesn't think the District was well served by the engineer's decision and he hopes they don't see that again.

Mr. Rayl asked the Board to keep in mind that the golf courses cart path were constructed almost 20 years ago. He explained that there has been no known maintenance of any erosion. He noted that there were many locations where the irrigation system is under water. He further explained that the failure at this location has been underway for 20 years. He stated, as the Board has already determined, there is going to have to be an action plan for these areas. He stated explained that they can dive into the examination and bring back a resolution. He explained that what they did here was they took an opportunity while the contractor was out there making a repair on the flume area. While they were there, they made their best attempt, and they repeated those attempts at trying to hold this other area through the rainy seasons and a tropical event. He offered

to revisit that. Mr. Realmuto stated his concern is if they look along that entire section of the cart path from where the flume repair was done to the other end of the pond, that whole area of the cart path seems that it is approaching imminent failure where there is voids under several sections of the golf path and the other sections the soil has eroded right up to that cart path. He noted they are looking for Mr. Rayl to do an evaluation of that entire bank and what they can do to prevent further damage. He emphasized that the need seems imminent. Mr. Rayl responded that they will look into that further.

**A. Consideration of Proposal from JNS Environmental for 4081 Dunmore Drive S – 555 Catch Basin Repairs**

Mr. Posten discussed the next item on his report, which is the Dunmore Inlets. He stated they have reached out and discussed with some contractors. AAA has put them with JNS Environmental. He presented a proposal from JNS Environmental for \$8,845 per inlet to seal pipes and fill subsurface voids. They recommended the Board do one inlet to make sure that things work. He added they are not very familiar with this form of repair. The Board questioned them not being familiar with this repair.

Mr. Rayl discussed the Dunmore inlets as well and an alternative construction method. He explained that this was an initial construction defect that the developer handed to the CDD, and it's been their problem to fix since then. He further explained that this was an alternative construction method that is different than what has been attempted before. He noted he doesn't have any direct experience with this firm, but he is familiar with the technology. He stated it is done when they are in restricted areas. He stated if this can be done in a non-destructive way, all the better. However, if this method doesn't do it, then they are talking about digging up that entire roadway and rebuilding or they just keep throwing asphalt into depressions. Mr. Realmuto stated he was trying to understand why they want to redo it. He asked Mr. Rayl and Mr. Posten if they have reexamined it in the last month and what they see that has changed from 18 months ago. Mr. Rayl responded that the depression is the same as it was 18 months ago when the repair was done. Mr. Posten responded that it seems to him that they are deeper than what they have been in the past. He noted that the complaint to them initially was that it has got worse. Discussion ensued on the Dunmore inlets. Mr. Realmuto asked if this was

something they should address imminently. Mr. Posten presented an option to the Board from AAA.

**B. Consideration of Proposal from AAA Top Quality Asphalt for Asphalt Patching of Dunmore Inlets**

Mr. Posten presented the proposal from AAA for asphalt patch for \$2,000 per inlet or \$4,000 for all three locations. He explained that they could patch the asphalt and then start taking measurements making sure the depression doesn't reoccur. Mr. Posten stated they recommend the asphalt repair. He explained to fix the surface depression, AAA has to make the asphalt repair and JNS is doing the internal stuff to prevent it from happening again. Discussion ensued on the presented quotes for repairs of the Dunmore inlets. Mr. Realmuto stated even though they save money by repaving them all at the same time, he is hesitant to throw away money on repaving those that they don't do the internal repair on. He noted that it seems like they are repeating the same mistake they made 18 months ago. He added that perhaps they could just do the internal repair on the one most in need. His recommendation is to go ahead and do the one inlet and see how that holds up over time. Mr. Rayl explained that the reason they are having these depressions at these inlets is there is a failure somewhere below the surface. He discussed all the components above the storm pipe. Ms. Landgrebe asked Mr. Rayl if after work is completed, he or Mr. Posten physically go out, validate everything and take photos. Mr. Rayl responded yes. Mr. Realmuto made a specific request that before and after photos be taken with a measurement of the depression all in the photos so there is no question about what was there before and where it is after the repairs are completed. Mr. Posten and Mr. Rayl responded that they could do that. The Board agreed to do the three asphalt repairs for \$4,000 and the one internal repair for \$8,845.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Items A&B with all Three Asphalt Spots Repaired, was approved 4-0.

**C. Presentation of Pavement Assessment Report dated August 12, 2024**

Mr. Posten discussed the final item he had, which is the PCI index update. This is provided in the agenda packet for review. He noted there was no immediate action item



involved. Mr. Costello asked if Mr. Posten felt like action needed to be taken on Turnberry at this time. Mr. Posten's response was that it was already slated to be repaved by the CDD. The recommendations are the standard what they apply with the PCI index. He pointed out that Lake Ashton has relatively good road conditions. Mr. Costello explained that they want to be proactive in the fact that they don't want to do it all at once. Mr. Posten stated that there were spot repairs that they continue to maintain annually. He pointed out that on Turnberry a spot repair would be around that inlet where they are doing all the sewer work and that would certainly need to be repaired in the near future. He noted that they want to wait for the sanitary sewer inspection and Turnberry is slated to be repaved. He stated that most of the significant repair needs in the community are based around the curblines and the sunk-in curbs, but the asphalt conditions are pretty good. He pointed out that was reflected in the PCI index. Discussion ensued on the PCI index. Ms. VanSickle stated after the last joint meeting, Mr. Mecsics and herself have been meeting to discuss things they can be doing to be more cost-effective and efficient. She noted one of the things they thought of is if they could coordinate some of their pavement projects, they could save the mobilization. She added that this could be advantageous to both sides and they could keep that in mind.

**SIXTH ORDER OF BUSINESS**

**Old Business**

**A. Discussion Regarding Status of Lake Ashton Storage Road Repairs on Dunmore Drive (*requested by Supervisor Landgrebe*)**

Ms. Landgrebe stated she has been very concerned that the ripped-up road outside the storage unit area is not being attended to. She has brought this up previously that this was not good neighbor policy. She pointed out that most recently they have attempted to dump rock in there. It is still not level and not up to their expectations. She doesn't feel like this item has been expedited and now they also have their construction debris, dirt and skid marks all over the area. Ms. Carpenter responded that there is a lot of communications going back and forth. She knows Rayl Engineering has been on top of that issue. Mr. Posten stated they have submitted plans for the restoration of that portion of the road. They think that work is acceptable the way they have proposed it. He stated they were staying on top of notifying them that the road conditions are unacceptable. Ms. Carpenter responded that they submitted repairs that their engineer

prepared, they have been approved and they are looking for the Board to approve the engineer's recommendation to go forward. Board discussion ensued on the repairs. Mr. Realmuto asked if there were two different types of pavements specified and what is the total thickness or depth of the pavement. Mr. Posten does not have the plans in front of him right now. Mr. Realmuto asked if the plan provided was reviewed and ok. Mr. Rayl responded yes. He discussed the thickness, the depth of the pavement and all the elements. He stated the total depth of the asphalt in the trench is three inches and in the area of overlay it's one and half inches. Mr. Realmuto noted there is an additional problem, which is the debris gathering in the gutter. He asked if there was any requirement specified about clean up downstream heading toward Litchfield Loop. Mr. Posten responded yes; they have brought that to their attention multiple times, and he thinks that is one area they are not doing what they are asking. Ms. Carpenter stated they can make a formal demand that they do those repairs the week of September 6, 2024. They will make it formal and have them acknowledge that they will do the clean-up and everything else they are requesting. The Board agreed. Ms. Carpenter suggested that they demand the cleanup within five days to get that cleaned up and if not, then they will have to get the lawyers involved. After discussion, the Board moved forward with the motion for the engineer to proceed with deadline given, September 6, 2024, to vendor and cleanup of areas, counsel to follow-up with engineer.

On MOTION by Ms. VanSickle, seconded by Ms. Landgrebe, with all in favor, the Engineer to Proceed with Deadline given (9/6/2024) to Vendor and Cleanup of Areas, Counsel to Follow-up with Engineer, was approved 4-0.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Consideration to Amend and Extend Agreements for District Services:**

**I. Third Extension and Amendment to the Landscape Maintenance Services Agreement with Yellowstone Landscape-Southeast, LLC**

Ms. Carpenter explained that these are the annual one-year extensions beginning October 1, 2024. She is providing these a month early so the Board has them. She noted the one comment is on the landscape maintenance. They will confirm the warranty information in there and if not, they will add that to the extension.

- II. **Extensions to Aquatic Management Services Agreement with Applied Aquatics**
  - a) **East Conversation Area, Mitigations 1B & 7A, Wetlands 2-6 & 8, Pine Island & Utility Easement**
  - b) **West Conservation Area from Clubhouse to Boat Ramp**
  - c) **Lakefront, Twenty-One (21) Golf Course Ponds, E-1 Littoral Shelf, Two (2) Canals, and Thirteen (13) Stormwater Ponds**
- III. **Security Services Agreement with Securitas (*Information regarding this item may be exempt from Public Records Requests; Supervisors will be provided a copy under separate cover*)**

Mr. Realmuto stated these all fall within the budgeted amounts. Ms. VanSickle asked for a motion to approve Items 7A I., II., III.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, Items 7A I, II, and III, were approved 4-0.

**B. Consideration of Draft Changes to Pet Play Park Policies (*requested by Supervisor VanSickle*)**

Ms. VanSickle presented this item to the Board. She stated she met with Ms. Littlewood, Ms. Wells and Ms. VanKirk and one of the concerns with the pet play park is that they be consistent in their rules among all three play parks. She discussed the things that were taken out. One was *“The Security Staff will unlock and lock the gates daily.”* because that is not being done on either side. Another was *“No children are allowed in the parks without adult supervision.”* because they felt this needed to be defined better. They added *“All Patrons under eighteen (18) years of age must be accompanied at all times by a parent, guardian, or adult Patron over twenty-one (21) year of age.”* She noted that part of the committee felt that smoking should be listed as not permitted in the Pet Play Park areas. A change that they wanted was *“No food or dog treats are permitted. Exceptions can be made by the Amenity Manager for special events and activities.”* She noted these were suggested changes to the amenity policy that would have to be ratified at a joint meeting. Mr. Realmuto asked if all the concerns and suggestions were addressed with these changes. Ms. VanSickle responded that feedback was considered. Discussion ensued on the Pet Play Park Polices. Ms. Carpenter noted concern with the

verbiage of the policy, “All pet play parks welcome all sized pets.” Board discussion ensued on replacing the word “Pet” with “Dog”. After discussion, the Board agreed to replace the word “Pet” with “Dog”. Discussion ensued on Policy #14 regarding pet toys being picked up and removed when done. The Board noted the policy should address other items from Patrons than just pet toys should be cleaned up as well.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, the Draft Changes to Pet Play Park Policies, was approved as amended 4-0.

**C. Discussion Regarding Parking on CDD Property (*requested by Supervisor Landgrebe*)**

Ms. Landgrebe asked for the Board’s opinion regarding the parking on CDD property. She noted that there are cars, pickup trucks, trailers, vendors, etc. parking on CDD property in the grass and it’s leaving indentations in the ground and damage and the CDD is held responsible. She asked the Board if they still want to allow this parking on CDD property, do they want to consider no parking or do they want to only allow parking in certain areas. Mr. Realmuto suggested that if there is an area where it is creating a problem, they could address that individually with no parking signs. He added that he isn’t aware of any such area now, but if there is they should address it on a case-by-case basis. Mr. Costello noted one of the things that he has said in the past was alternate side of the street parking due to the fact that these streets are narrow. He suggested that maybe this was idea they could revisit. Ms. Landgrebe noted the specific areas she is concerned about are to the right of the clubhouse to the ponds, to the left before Berwick, down Dunmore, and down Berwick at the pond. Mr. Realmuto suggested one way to address the issue is roving patrol. It was decided to add this item to the agenda for further discussion next month.

**EIGHTH ORDER OF BUSINESS**

**Monthly Reports**

**A. Attorney**

Ms. Carpenter stated the reciprocal easement was signed. She explained that they were just waiting to get the final attachments to show the actual depiction of where it is, so people don’t have to try to figure it out from the legal description. She further explained

that they got the signature from the developer Friday, so it will get recorded today or tomorrow. She noted that they have talked at length regarding the restaurant letter. The only other thing on her report was regarding the new that was passed effective July 1, 2024. She explained that this new law requires that all governments that enter into contracts with non-governments to get an affidavit from the non-government that they have not coerced anyone into employment. It's in the criminal law for human trafficking. She noted they will have a memo for the Board next month that they will put in the agenda. She added that they will have to get affidavits from most of their vendors going forward.

**B. Lake Ashton Community Director**

**I. Consideration of Additional Paint Colors for Painting Clubhouse and Surrounding Amenities**

Ms. Wells presented the Community Director Report to the Board. She provided a security update stating they attended their training. She explained that the training for residents will be on her report month to month until it happens, but it's not going to happen before September 10, and it will be once they are finished with credentials. She pointed out that the training does not affect anything that residents are going to get. It just shows residents how to use the visitor management system once they have their credentials and they send them a registration link. She pointed out that they would see those for a couple of months and it's intentional and not anything that has been delayed. She noted the installation has been redone. She stated there were a couple of minor follow-up repairs and they did a walkthrough on August 12, 2024. On the walkthrough, they found some things that need to be repaired. Once the repairs are done and the test happens this week, they will get a point of signoff once they have everything Ms. Wells has requested. She stated the additional work where they uninstalled the conduit did not cost the District any extra money, it was all on them. She stated they have did the first of many final walkthroughs. She reviewed a list of items, but noted they are relatively minor. Mr. Realmuto stated there was going to be no sign off on the Board's side until she has witnessed everything working including all the capabilities of things like cameras that were promised. Ms. Wells stated there was no rush on her end to sign off on anything until everything is right. She added she wants to make sure everything is signed off. She explained that it doesn't mean that they lose service after that because once they sign

off, it just goes into a service and maintenance contract and things are still covered under their warranty, but she needs to make sure everything is as it is in the contract before they sign off on it. She noted they are getting there though, and they are still scheduled for September 10. She put something into the September newsletter, so the residents are aware. She stated news blasts will start going out towards the end of this month letting residents know what to bring and how to be prepared. She is working with Karen on volunteers. She stated they have a procedure in place that they want to show volunteers that will be assisting them. She added that the main thing is to make sure the RFID tag is being placed on the vehicle while they are there or at the HFC under the presence of staff or volunteer. She stated they are planning on distributing Tuesdays through Thursdays from 10 a.m. to 3 p.m. and it will be called by street. She explained they did that, so they had Mondays and Fridays to take care of other tasks that staff has to do. She stated this will be sent out in a blast the week before. They are organizing this with Karen over at HFC. The next thing she reviewed is that they put several articles addressing driver and pedestrian safety in the August newsletter, and they will continue to do that each month to make people aware. She also discussed the item regarding the autonomous golf carts.

Ms. Wells provided a TECO follow-up stating they did have all the poles painted. She added the leaning poles have been taken care of. Since she did this report, they are about 90% done with the identifying numbers. She explained that they have the lights that stay on during the day and they have one light out that they are still working on. They have submitted reports, and they are submitting again. She is going to follow-up with their TECO contact to make sure they are taken care of because one is a safety concern.

Ms. Wells reviewed the general updates and follow-up. She stated the appraisal company has been retained to evaluate the sales office, which will be occurring this week. She will provide more information regarding that at the September meeting. They are still working with RTC Outdoor. She will have the sign options at the September meeting. She stated staff will be presenting quotes for trim lights at the September meeting. She asked the Board if they still want staff to provide quotes at the September meeting for the ballroom kitchen rehab. It was suggested that maybe they should start with an overall plan, break it up and go from there. The Board noted that they would rather allocate some of that money to what is more readily seen rather than the ballroom kitchen. Discussion

ensued on the ballroom kitchen rehab. After discussion, Ms. Wells stated in an effort to keep things moving, she will get some quotes together for the ballroom kitchen rehab so the Board can look at the entire project and then they can determine if they want to do a piece of it or if they want to just defer that way they at least have those plans and then they can decide if they want to discuss it later. The Board agreed.

Ms. Wells presented the project tracking list to the Board.

Ms. Wells also presented paint color options for the clubhouse and surrounding amenities. She noted she is waiting on the larger samples of paint to come in but provided some samples of paint for the Board to view. After discussion, the Board agreed that they are open to new colors, but they don't want not new colors that will require two coats of paint. Ms. Wells asked the Board if they want to paint the guardhouse the same color as the clubhouse and look at painting the columns the same color as the guardhouse. The Board requested that they leave the guardhouse like it is now. Mr. Realmuto stated he thinks they can get away with choosing a slightly lighter shade of the same color. It was decided for staff to make these decisions. Ms. Wells clarified that they would paint the shuffleboard court, the pool columns and the pavilion the same color they choose for the clubhouse. The Board confirmed Ms. Wells statement. There was Board consensus for staff direction to use #3 through #6 choices and make the decisions. Ms. Wells did not recommend painting the gutters and to keep them white as they are now. The Board agreed with Ms. Wells recommendation to keep the gutters white.

**II. Consideration of Quotes to Replace the Clubhouse Gutter System**

Ms. Wells stated this is the original gutter system and there were repairs done in 2019. She stated that this was a reserve study project that was added to the project list for Fiscal Year 2024. She presented three quotes to replace the clubhouse gutter system. The Board decided to go with the quote from Tropical Seamless Gutters of Central Florida for \$16,400.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Proposal from Tropical Seamless Gutters of Central Florida to Replace the Clubhouse Gutter System for \$16,400, was approved 4-0.
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**C. Operations Manager**

**I. Landscape Update**

**a) Presentation of Monthly Landscaping Checklist and Report**

Mr. Fisher presented his report to the Board. He stated in landscaping there are two areas that staff is working on getting updated and new plants installed. He stated he got a quote from Yellowstone. He talked to Mr. Wittman, and he has no issues with them looking at cheaper prices and he will do the labor to install. For Aberdeen, he stated he is going to get with Yellowstone to get a couple of pallets of Bahia sod and fill some of the sandy areas while it's rainy season. He will keep the Board updated, but it should be done by the next Board meeting.

Mr. Wittman stated they got the palm pruning all done. He stated they are waiting on the Bermuda install. It added that it should be available this week and they will get that area done. He noted they removed some palms at the front entry. He stated they are scheduling weed control for the turf areas. He noted for Aberdeen they may send their detailed team there to clean the line up on the fence as mentioned by resident. Ms. Landgrebe wanted to make sure that they are talking about outside of the fence and not on the residents side. Mr. Fisher confirmed that they would be staying east of Berwick. Mr. Wittman stated they would be working on the mulch for November, and they would get it in before Thanksgiving.

Mr. Fisher noted that they also spoke about keeping the fire bush at the entrance about two feet for visual reasons for drivers. He added that it's there, growing back and looks really good. He stated Applied Aquatics is doing fantastic. He noted the ponds look great for this time of year. He also stated they were able to get the boat in to the pond along the green to treat grasses. He is going to go look at that today and see how it's doing so he can update concerned residents. Mr. Costello noted he went through there the other night, and it looks like everything is dying. Mr. Fisher stated honey bees were removed from an area above the ramp leading to the stage of the ballroom. He also stated they had to remove some stucco on the building in the area the bees were removed. He added that they also have some stucco repairs being done in the gate house this week. Ms. Landgrebe asked about the bike rack. Mr. Fisher noted they had some turf left over from the bocce ball courts and they are going to pin down the turf in an area along the cart path to make it the new bike rack area. He pointed out that it can easily be removed



if it doesn't work. Mr. Realmuto asked Mr. Fisher to update the Board on the status of the internet and Wi-Fi. Mr. Fisher provided an update on the internet and Wi-Fi stating it was up and running. He noted he would provide an update at the next meeting. Ms. Landgrebe asked about the fountain in the front. Mr. Fisher addressed Ms. Landgrebe's question about the fountain and stated he will get with Angel to take of the fountain.

**D. District Manager's Report**

Mr. LeBrun had nothing specific to report to the Board, but he was happy to answer any questions.

**NINTH ORDER OF BUSINESS**

**Financial Report**

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

Mr. LeBrun presented the financial report to the Board.

On MOTION by Ms. Landgrebe, seconded by Mr. Realmuto, with all in favor, the Check Run Summary, was approved 4-0.

**TENTH ORDER OF BUSINESS**

**Public Comments**

Resident Iris Realmuto (Lot 1031) encouraged the Board and staff to paint the building with the paint color samples so they can see how it looks on the building. She also encouraged them to look at other shutter colors than green.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests/Supervisor Open Discussion**

Ms. VanSickle commented with the distribution of the credentials going out, she asked that the Board and staff curtail some of their meetings with Ms. Wells and to be very cognizant with her time. She also commented that a resident brought forward a request to re-name the fitness center for J. Davenport because he was in there almost daily and was one of their most senior residents. The Board all agreed.

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, Renaming Fitness Center for J. Davenport, was approved 4-0.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION VI



**09/23/2024**

**Lake Ashton I CDD Meeting  
Engineering Report**

- **City of Lake Wales Sanitary Sewer Inspection**
  - RES observed 3<sup>rd</sup> party inspection work on 8/29.
  - Field crew indicated work was to be completed the following week and a report returned the week of 9/16.
  - RES to review report when received.
  
- **Pond #11 Bank Repair**
  - Fieldwork to assess the required extent of repairs has been completed.
  - Recommend bank restoration occur after water levels recede.
  - We recommend placing temporary cones along the northern edge of the cart path in two areas where undermining is present, to prevent any damage from golf cart traffic.
  
- **Dunmore Inlets**
  - AAA scheduled to begin asphalt repairs 10/9.
  - JNS to complete work following AAA repair.
  
- **Storage Building Construction**
  - RES observed curblin repair by developer on 9/13.
  - Roadway restoration rescheduled by developer to 9/17. RES will be on site during work.
  
- **Residences Adjacent to Wetland Conservation Areas**
  - Staff to send letters reminding homeowners adjacent to wetland conservation areas that they are prohibited from encroaching into the CDD owned wetland areas.

# SECTION VII

# SECTION A

i. PET PLAY PARKS

1. The CDD is not responsible for any injury or harm to Patrons or their pets caused by use of the Pet Play Parks.
- ~~1.2.~~ Pet Play pParks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
- ~~2. The Security Staff will unlock and lock the gates daily.~~
3. All pPet pPlay pParks welcome all-sized pets of all sizes.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets and pet handlers at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the Pet Play pParks immediately.
9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. All Patrons under eighteen (18) years of age must be accompanied at all times by a parent, guardian, or adult Patron over twenty-one (21) years of age. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pPet Play pPark immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the Pet Play pParks while other pets are present for a period of thirty (30) days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pPet Play pParks for one (1) year.
16. All pet toys should be picked up and removed when done.
17. Smoking is not permitted in the Pet Play Parks.
- ~~16.~~18. No food or dog treats are permitted. Exceptions can be made by the Amenity Manager for special events and activities.

# SECTION VIII



# SECTION B



# LAKE ASHTON

## Lake Ashton Community Development District

### Room Rental Contract

Function Name: Lake Ashton Bingo Date: September 23, 2024

Function Location: Lake Ashton Clubhouse Grand Ballroom  
4141 Ashton Club Drive  
Lake Wales, FL 33859

Function Contact: Lake Ashton Bingo  
John DeWinkler, Bingo Officer

The following contract is to be made:

Room Rental of Lake Ashton Grand Ballroom for the game of Bingo from October 1, 2024 thru September 30, 2025, 4 pm to 10 pm, on the following dates:

- October 2024: 7, 14, 21, 28
- November 2024: 4, 18, 25
- December 2024: 2, 9, 16, 23, 30
- January 2025: 6, 13, 20, 27
- February 2025: 3, 10, 17, 24
- March 2025: 3, 10, 17, 24, 31
- April 2025: 7, 14, 21, 28
- May 2025: 5, 12, 19
- June 2025: 2, 9, 16, 23, 30
- July 2025: 7, 14, 21, 28
- August 2025: 4, 11, 18, 25
- September 2025: 8, 15, 22, 29

Rent will be charged at a rate of \$350.00 per week, payable on the 1<sup>st</sup> Monday of every month. The room rental fee charged under this contract is established by the Lake Ashton Community Development District (the "District") and is set forth in the District's Rule of Procedure.

Lake Ashton Community Development District will not be held responsible for any lost, misplaced, or broken items associated with functions.

Bingo shall be responsible for obtaining and maintaining in good standing, for the entirety of the Room Rental Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the State of Florida.

Acceptance of this Contract: The above price, specifications and conditions are subject to approval by the Lake Ashton Community Development Board of Supervisors. Payment will be made as outlined above.

\_\_\_\_\_  
Lake Ashton Community Development District  
Authorized Signature

\_\_\_\_\_  
Lake Ashton Bingo  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SECTION IX

# SECTION A

# SECTION 1



LATHAM, LUNA,  
EDEN & BEAUDINE, <sup>LLP</sup>  
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE  
JAN ALBANESE CARPENTER  
DANIEL H. COULTOFF  
SARAH M. DINON  
JENNIFER S. EDEN  
DOROTHY F. GREEN  
BRUCE D. KNAPP  
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801  
[WWW.LATHAMLUNA.COM](http://WWW.LATHAMLUNA.COM)

JAY E. LAZAROVICH  
MARC L. LEVINE  
JUSTIN M. LUNA  
LORI T. MILVAIN  
BENJAMIN R. TAYLOR  
CHRISTINA Y. TAYLOR  
KRISTEN E. TRUCCO  
DANIEL A. VELASQUEZ

**To:** District Managers  
**From:** District Counsel (Jan Albanese Carpenter, Esq., Jay E. Lazarovich, Esq. and Kristen E. Trucco, Esq.)  
**Regarding:** New Affidavit Requirement for Governmental Entities  
**Date:** August 2024

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We are providing you with information about new legislation which affects governmental entities in the State of Florida. House Bill (“HB”) 7063 was recently signed into law and went into effect on July 1, 2024.

HB 7063 amended Section 787.06, *Florida Statutes*, creating a new requirement affecting governmental entities entering into contracts with nongovernmental entities. Under Section 787.06 (13), *Florida Statutes*, “When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity **must** provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.” A governmental entity under this section means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency, as defined in Section 287.138(1), *Florida Statutes*.

To comply with this new requirement, we have incorporated the required statement into our affidavits, where applicable, to avoid the nongovernmental entity having to execute an additional document. However, there will be certain instances that require a standalone affidavit executed by the appropriate nongovernmental entity, including, but not limited to, contractors, developers, engineers, homeowners’ associations, underwriters, etc. Attached is a form Trafficking Affidavit to be used in those instances. Please ensure affidavits are collected from all nongovernmental entities as required under this new law.

Please feel free to contact our office should you have any questions on this new legislation or any other CDD requirements.

*Thank you.*

Enclosure: Trafficking Affidavit

**NONGOVERNMENTAL ENTITY**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**  
**(Section 787.06(13), Florida Statutes (2024))**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared [\_\_\_\_\_] ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of [\_\_\_\_\_] and Affiant attests that [\_\_\_\_\_] does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of \_\_\_\_\_, 2024.

\_\_\_\_\_  
[\_\_\_\_\_] as [\_\_\_\_\_] of  
[\_\_\_\_\_] Affiant

SUBSCRIBED AND SWORN TO before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by [\_\_\_\_\_] as [\_\_\_\_\_] of [\_\_\_\_\_]. Said person is (*check one*)  personally known to me or  has produced a valid driver's license as identification.

[Notary Seal]

\_\_\_\_\_  
Signature of person taking acknowledgment  
Name (typed, printed or stamped): \_\_\_\_\_  
Title or Rank: \_\_\_\_\_  
Serial number (if any): \_\_\_\_\_

# SECTION B





# Lake Ashton Community Development District

## Community Director Report

Submitted by: Christine Wells, Community Director

Meeting Date: September 23, 2024



# Events and Activities

The Lake Ashton Activities Advisory Group sent out a Technology Class interest survey to see what classes residents are interested in. Staff is working with the Dundee Public Library to bring technology classes to Lake Ashton, in addition to author meet and greets and other Lifelong Learning activities.

Activities Staff sent out a survey to gauge interest in flu shots being offered at Monday Coffee. The vendor, Walmart Pharmacy, requires at least 75 signups for onsite vaccines to be offered to Residents.

Staff is gearing up for Entertainment Series Renewals that will start on October 1, 2024. Staff will be soliciting sponsors for each individual show this year with playbills being handed out at each performance with advertising from local businesses.

This will be additional advertising revenue that will be brought in for fiscal year 2025.

Moderator Dan Wachhaus has set up a LACDD Candidate Forum for Friday, September 27 at 1 pm in the Clubhouse Ballroom. A blast was sent letting know

## The following additional events are scheduled for Sept - Nov at the Clubhouse

- 9/18: CCC & AED Class w/ PCFR
- 9/27: Line Dance-Palooza
- 10/8: Crafting with Carmen - Twine Pumpkins
- 10/9: Community Social Potluck
- 10/10: Square Dance Party
- 10/16: Tinting Lunch & Learn
- 10/2: Bloodmobile
- 10/22: Electronics Recycling
- 10/22: Diabetes Education with Senior Connection
- 10/30: Wealth Planning Lunch & Learn
- 11/1: Fall Block Party
- 11/6: Jim Stafford Concert
- 11/20: Ornament Craft Class

## Bus Trips Scheduled for June – December

- 10/4: Oktoberfest: A True German Experience
- 10/11: Winter Park Playhouse Presents: Snapshots
- 11/20: Festival of the Trees
- 12/2 - 12/4: Callaway Gardens
- 12/16: Dazzling Lights at Leu Gardens



SAVE THESE DATES!  
**2025 ENTERTAINMENT SERIES**

**SHOWS:**  
**JANUARY 8**  
**FEBRUARY 6**  
**FEBRUARY 21**  
**MARCH 20**  
**APRIL 3**

Current Season Ticket Renewals:  
**OCTOBER 1 — 31, 2024**

Current Season Ticket Holder Upgrade/Exchange Period:  
**NOVEMBER 12 — 14, 2024**

New Season Ticket Sales:  
**NOVEMBER 19 — DECEMBER 6, 2024**

Individual Ticket Sales (if available):  
**DECEMBER 17, 2024**



**Diabetes Education Empowerment Program (DEEP)**

Begins October 22 at 1 pm in the Clubhouse Game Room.

Minimum 5 residents, maximum 10 residents over 60. Meets monthly. Participants must attend the 1st & 2nd workshop to continue on with the workshops for the rest of the year. No additional participants will be permitted after the 2nd class. Sign up online or at the Clubhouse Activities Office.



## Newsletter:



The September *LA Times* Community Magazine was sent out via email blast along with the monthly calendar on August 29. The front cover promoted the Line Dance Palooza. The back cover promoted the LAVA Auxiliary Craft Fair Bake Sale. The October edition will be distributed on **Tuesday, October 1**



## Monday Coffee:

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

- October 7 – Lake Wales Arts Council
- October 14 – AdventHealth
- October 28 – Theatre Winter Haven
- November 4 – Bok Tower

## Safety and Security:

- Welcome emails will be sent once distribution is complete.
- Training will occur prior to welcome emails being sent. Training will include how to access and use the visitor management system that residents can use to pre-register guests to streamline the process of entering the gate.
- Distribution began on September 10 at 10 am.
- Residents are being called by street to the Clubhouse for Lake Wales residents and to the HFC for Winter Haven residents.
- Volunteers have been instrumental in placing RFID tags on vehicles.
- Distribution has been going great with minimal wait times and residents that are happy with the RFID tags working immediately with no issues reported to staff.
- Email blasts informing residents of the distribution schedule are being sent several times per week.
- A frequently asked questions email was sent on September 4.
- Copies of the Frequently Asked Questions and the distribution schedule are available for pickup at either Activities Office and the Clubhouse Media Center.

# General Updates + Follow-Up from Board Meeting

- The General Election will take place on November 5 in the Clubhouse Ballroom. All Lake Ashton residents will vote in the Clubhouse Ballroom.
- Both billiards tables were recovered.
- Staff is working on scheduling the painting of the Clubhouse and replacement of the gutter system. Bock and Hoefft recommended not removing the gutter system prior to painting. They will remove the gutter system in sections prior to painting and will replace it temporarily so the system is still functional while the project is in progress.
- The painter confirmed all the colors that were given to staff to choose from were able to be applied with only one quote of paint. The painter is in the process of scheduling pressure washing and once that is completed painting will commence.
- Agreements were drafted by District Counsel for the pavement and pipe repairs on Dunmore. Both have been executed by the contractor and work is scheduled for the beginning of October.
- All maintenance agreements, except for the security agreement, have been executed.
- District Counsel added the following statement to the landscape renewal agreement: "Contractor warrants all plantings including but not limited to bushes, plants, trees, grass and other vegetation for one (1) year from the date of installation. During the applicable warranty period, Contractor shall replace, at no additional cost to the District, all materials which are dying, dead, diseased, or otherwise not performing to a commercially reasonable standard. Thirty (30) days before the expiration of any warranted items, Contractor shall submit a report to the District showing the current status of such items and shall coordinate with the District for an on-site review to determine if materials are sufficient."
- An agreement was drafted by District Counsel and executed for the installation of gutters at the Clubhouse. This project will take place after the painting of the Clubhouse is complete.
- Anti-Trafficking affidavits have been signed by all vendors since the August meeting and will continue until all vendors have an affidavit on file.
- RTC Outdoor is working on options for the Reflection Garden area to promote more utilization by residents. Staff continues to follow-up on the status of the plan they are putting together.
- Staff reached out to Polk County Planning and Development to see what steps are needed for the installation of a sign advertising businesses within Lake Ashton that

are open to the public, including Charm City at Lake Ashton. The Planning Administrator informed me that Thompson Nursery Road is an Urban Collector. They don't allow signage on Collector Roads. Only on Local Roads through right-of-way use agreements. The only other options we have is to install signs on our property. One way to do this would be to install the signs on the fence or along Lake Ashton Blvd, where the other signs are in the median.

- Staff researched options for addressing the parking issues on CDD property along ponds.
  - “No Parking” signs could be installed in these areas with the community standard posts.
  - Plantings could be installed along the pond banks. Would need to research options that do not require irrigation.
  - Large boulders could be installed. An example is shown below. Would use larger boulders
  - Parking bollards could be installed.



**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>Clubhouse and Other Grounds Projects</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, 2023. Installation is complete pending a few minor fixes. 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.	8/12/2024		
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.  The line has been installed below Thompson Nursery Road. Staff is working with FPU to get a timeline for meter installation and when gas will be in the line.	9/16/2024		
Gutter Installation at the Clubhouse	\$16,400.00		8/19/2024	The agreement has been executed. Staff will schedule installation once painting of the Clubhouse is completed.	9/16/2024		
Clubhouse and Amenity Painting	\$35,185.00		7/15/2024	Color options have been painted on the east side of the Clubhouse. Staff is working with the vendor to schedule pressure washing prior to painting.	9/16/2024		
<b>Completed Projects - FY 2024</b>							
Flume #5 and Adjacent Cart Path Repair (Hole 4)	\$12,500.00	\$12,449.00	6/17/2024	Flume and Cart path repairs were completed on 6/28/24. Project is pending final review by the Engineer	7/8/2024		\$12,449.00

**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
Inlet/Pavement Repair Near 4092 Stone Creek Loop	\$4,852.00	\$4,852.00	6/17/2024	Project was started on 6/27/24. Pending final review by the Engineer.	7/8/2024		\$4,852.00
Repair to Stormwater Pipe and Pavement on Limerick	\$5,350.00	\$5,340.00	4/15/2024	Work has been completed and approved by the Engineer	7/8/2024		\$5,340.00
Replacement of 2 Treadmills in the Fitness Center	\$12,200.00		3/25/2024	The treadmills were delivered and installed on 6/10/24.	6/10/2024		\$12,200.00
Various Concrete Pathway Repairs	\$4,500.00	\$4,356.00	2/26/2024	This project is complete.	6/10/2024		\$4,356.00
Erosion issue under bridge number 7 on hole #4 of the East Golf Course	\$4,925.00	\$4,925.00	4/15/2024	This project is complete.	6/10/2024		\$4,925.00
Installation of Pavers at the Clubhouse Pet Play Park	\$13,550.00	\$13,550.00	4/15/2024	This project is complete. The contractor replaced the previous pavers that were installed at no additional charge so all pavers would match.	6/10/2024		\$13,550.00
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 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
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	\$21,892.78	9/18/2023	This project was completed on January 13.	2/19/2024		\$21,892.78
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
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	The gate operators were installed on October 3 and 4.  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).	9/11/2023	\$7,370.16	
<b>Totals</b>	<b>\$737,193.73</b>	<b>\$163,669.75</b>				<b>\$7,370.16</b>	<b>\$156,299.59</b>



# SECTION 1

## Capital Project Purchase Analysis

<b>Solicitor</b>	Lake Ashton Community Development District	<b>Budgeted Amount</b>	\$22,000
<b>Project Title</b>	Clubhouse and Guard House Trim Lights	<b>Date Last Event</b>	New Project

There are two options included for Supervisor consideration. The maps attached denote the two options for the Clubhouse and Guard House.

**Central Florida Trimlights will be on site Wednesday, September 18 at 7:30 pm in the east parking lot for a demo.**

**Jellyfish Lighting will be on site Thursday, September 19 at 7:30 pm in the east parking lot for a demo.**

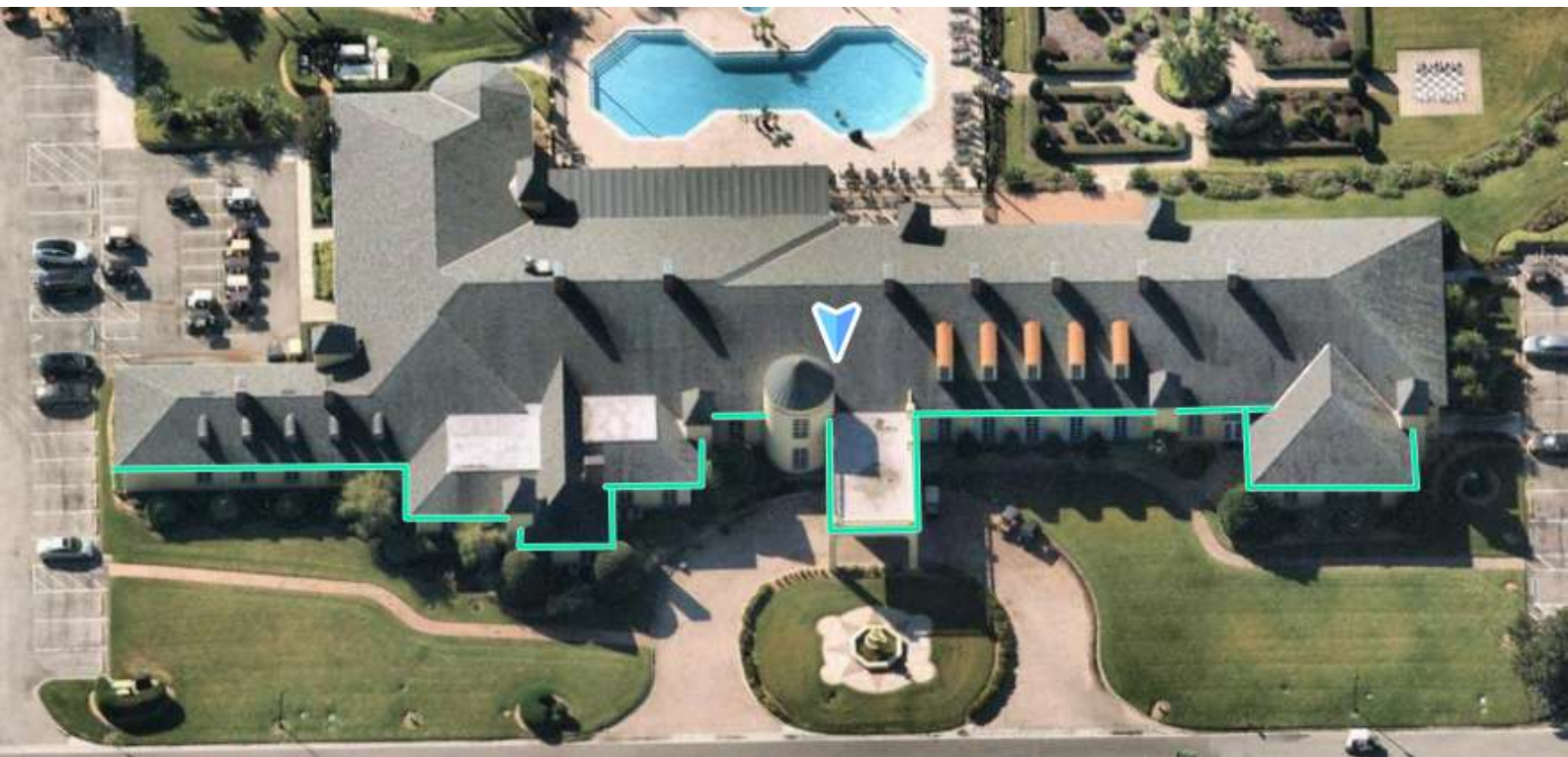
**Radiant Rooflines will be on site Tuesday, September 17 at 9 pm in the east parking lot for a demo.**

Evaluation Criteria	Proposer #1 <b>Central Florida Trimlights</b>	Proposer #2 <b>Jellyfish Lighting</b>	Proposer #3 <b>Radiant Rooflines</b>
Overall price (option 1)	\$38,912.00	\$21,328.00	\$30,503.00
Overall price (option 2)	\$25,571.20	\$15,412.00	\$16,677.00
Warranty on product/service	Labor - 1 year Material - Lifetime	Labor - 1 year Material - 5 years	Labor - 5 years Material - 5 years
Shipping costs	N/A	N/A	N/A
Quality of materials/service	Checking References	Checking References	Checking References
Company location in relation to Lake Ashton	Lakeland	Lakeland	Lithia
Time Frame to start project	1 week (weather permitting)	October (weather permitting)	w/in 14 days (weather permitting)
Time frame to complete project	1 week (weather permitting)	4-6 days (weather permitting)	3-5 days (weather permitting)
Past performance with customer	Would be first time using	Would be first time using	Would be first time using.
LA Times Newsletter Advertiser (other options)	Will offer a discount to residents	Will offer a discount to residents	Will offer a discount to residents
Monday Coffee Vendor	No	No	No

Central Florida Trimlights	<a href="https://centralfloridatrimlight.com/">https://centralfloridatrimlight.com/</a>
Jellyfish Lighting	<a href="https://www.jellyfishlighting.com/">https://www.jellyfishlighting.com/</a>
Radiant Rooflines	<a href="https://www.radiantrooflines.com/">https://www.radiantrooflines.com/</a>



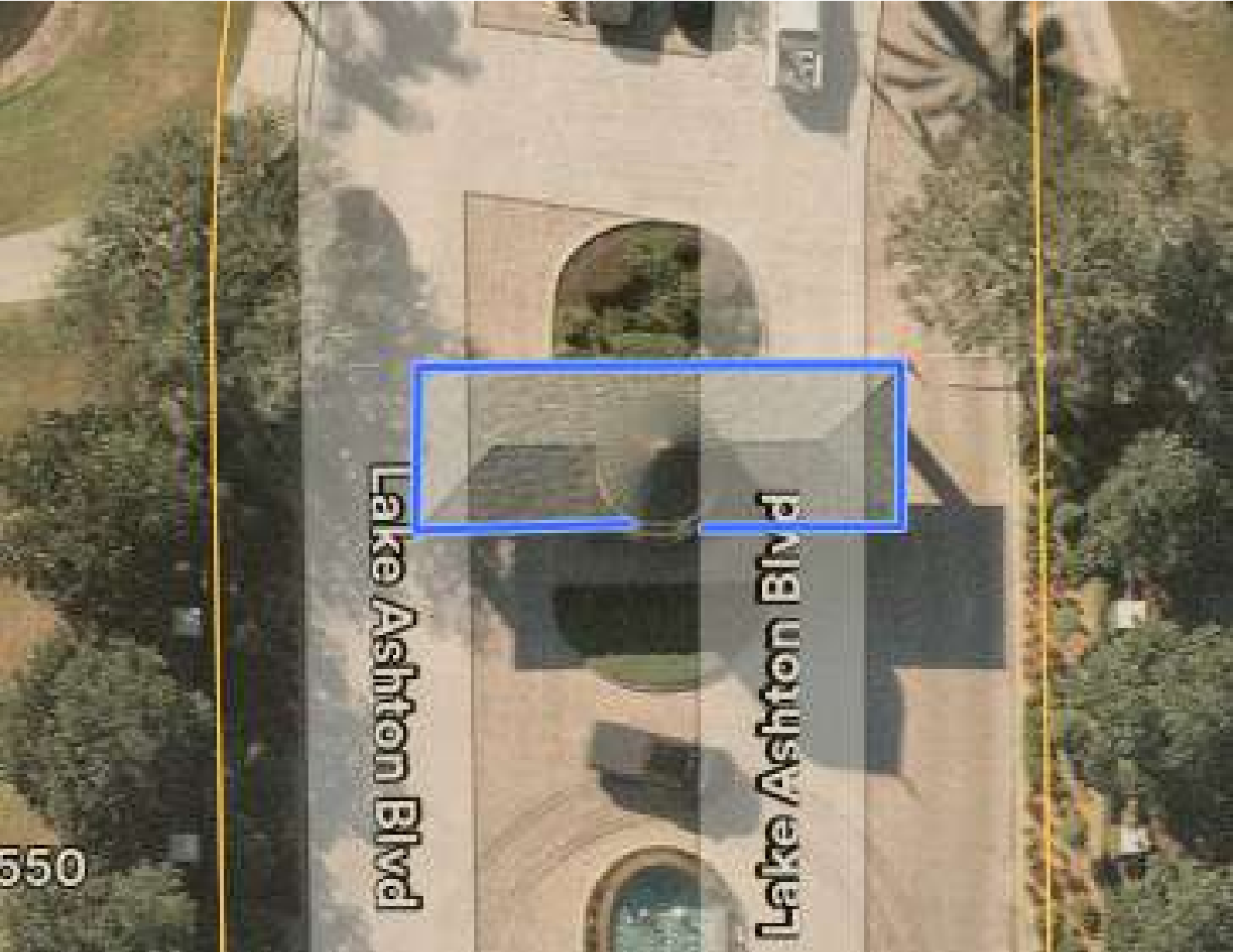
Option 1



Option 2



Option 1



Option 2

# Estimate

JellyFish Lighting  
12896 Pony Express Rd #300  
Draper, UT 84020  
801.692.3474  
support@jellyfishlighting.com



**Estimate #: 110731**  
**PO #: Fisher**  
**Estimate Date: 9/9/2024**  
**Terms: COD**

## Customer:

Lake Ashton Clubhouse and Gate House  
Matt Fisher  
4141 Ashton Club Drive  
Lake Wales, FL, 33859  
Work: 863-324-5457

## Shipping Address:

Lake Ashton Clubhouse and Gate House  
Matt Fisher  
4141 Ashton Club Drive  
Lake Wales, FL, 33859

## Jobsite:

Lake Ashton Clubhouse and Gate House  
Matt Fisher  
4141 Ashton Club Drive  
Lake Wales, FL, 33859  
Work: 863-324-5457

Color:

Big Fish Automation, LLC an authorized dealer of Jellyfish Lighting™ ("Contractor") looks forward to working with you (the party listed in the Proposal) during the installation process of your lighting system. By agreeing to this Custom Installation Agreement ("Agreement") you agree to its terms and conditions. Contractor and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

- Scope of Work:** Contractor agrees to provide the materials and/or services ("Work") according to the pricing and terms outlined in the following Proposal and this Agreement.

## PROPOSAL

Sku	Description	Total
1	JellyFish Pro Lighting System-Expanded	\$20,878.00
2	JF-Power Supply 48V	\$450.00
<b>Subtotal</b>		<b>\$21,328.00</b>
<b>Total</b>		<b>\$21,328.00</b>
<b>Estimate Total</b>		<b>\$21,328.00</b>

**Notes:** basic trim install on both the club house and the guard house - \$15,412 Install Including All Extras On Both The Guard House And The Club House - \$21,328

- Change Order:** If Customer requests modifications to the Work or for additional work to be performed, then Customer agrees to pay Contractor's reasonable costs and expenses incurred in complying with Customer's requests under the same payment terms detailed herein. All change orders must be in writing and signed by the Customer or via emailed confirmation. Change orders shall be paid in full upon acceptance by Customer; unless the Change Order specifically modifies a term of this Agreement, then the provisions herein shall control.
- Proposal Terms and Conditions:** Contractor will deliver the Proposal outlining materials and/or services to be provided to Customer. The Proposal is subject to the following terms and conditions:
  - Expiration of Proposal.** The Proposal will expire unless the Agreement and Proposal are signed within 30 days of being delivered to Customer.
  - Additional Charges.** Programming, setup, installation or materials not expressly detailed in the Proposal will be subject to additional charges. The lighting system install comes with default programming for timing and settings. Customer agrees to pay a customization fee in the event the Customer seeks an available program other than the default settings. The costs associated with any related work or materials, including but not limited to, electrical, drywall, painting, cabinets are not included in the Proposal unless specifically documented in the Proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
  - Customer Furnished Equipment.** Contractor is not responsible for the performance, integration, or liability associated with any equipment, wiring, or installations provided by the Customer or third parties.
- Payment:** No Work will be scheduled without a signed copy or emailed confirmation of this Agreement, of the Proposal, and completion of the Payment Schedule as defined below. Since Contractor will, if possible, open, and test equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances.
- Payment Schedule:** The "Payment Schedule" is as follows:
  - Fifty percent (50%) of total price of the Work in the Proposal is due upon signing this Agreement ("Deposit Payment"); and

- b. Fifty percent (50%) of total price of the Work in the Proposal is due after installation of the Work ("Final Payment").
6. **Authorization of Payment:** Notwithstanding part 4, if Customer has a credit card on file with Contractor, Contractor may schedule the Work prior to the charge of the Final Payment, and Customer agrees to allow Contractor to charge the Final Payment one day prior to the commencement of the Work. If Contractor is unable to process the credit card payment prior the commencement date of the Work, Contractor is its sole discretion can reschedule the date the Work is to begin.
  7. **Invoice:** Contractor shall provide a written invoice to Customer at the address specified above, indicating amounts owing for the Work if any. Unless otherwise specified in a Change Order or otherwise, all payments owing shall be paid to Contractor according to the Payment Schedule.
  8. **Late Payments:** For all amounts remaining due but unpaid according to the Payment Schedule, interest shall compound and accrue at the rate of 1.5% per month ("Late Fee").
  9. **Customer Training:** Upon completion of the system/Work, and only if Customer is physically present at such time, Contractor shall demonstrate the system/Work and train the Customer on how to use the system/Work at no additional cost to Customer. If Customer is not available or physically present upon completion of the installation of the system/Work, Contractor has no obligation to train Customer; however, in such event, Customer may still receive training at a later time by either, (a) paying \$150 for an on-site, in-person training by Contractor, or (b) scheduling a demo and training at a Contractor showroom at no additional cost.
  10. **General Terms and Conditions:** Customer acknowledges receipt of pages 4 and 5 of this Agreement containing the General Terms and Conditions. Customer understands and agrees to the General Terms and Conditions.
  11. **Warranty:** Contractor agrees to provide the warranties listed herein to Customer according to the terms below, for a period of one (1) year for Labor, and three (3) years for Parts, to commence upon the either of (i) verification from Customer that the system/Work functions properly, or (ii) completion of installation if Customer is not available to verify with installing technician that the system/Work functions properly (collectively, the "Warranty Period").
    - a. *Parts and Labor.* Contractor shall warranty lights, power supply, labor and workmanship involved in an installation for the greater of (i) the Warranty Period, or (ii) the minimum required by law (collectively, "Parts and Labor Warranty").
    - b. *Telephone Support.* Contractor agrees to provide free unlimited telephone support to Customer during its regular business hours throughout the Warranty Period ("Telephone Support Warranty"). Telephone Support Warranty does NOT cover support for wireless internet (Wi-Fi), Bluetooth, cellphone/tablet connectivity, or other wireless connectivity issues, and Contractor may charge Customer per service request by Customer regarding such issues. After expiration of the Warranty Period, Contractor may charge Customer per call for telephone support calls.
    - c. The warranties contained in this section shall survive any termination of this Agreement but shall only be delivered upon final payment from the Customer to Contractor
    - d. *Connectivity not Warrantied.* Contractor does not warranty the Jellyfish system's connectivity to the existing home or business network, or the wifi connectivity from the Jellyfish system to any of the customers devices, as none of these devices were supplied by the contractor- even if such lack of connectivity or workability impedes the ability to operate the Jellyfish lighting system.

## General Terms and Conditions

**Term:** This Agreement shall be in force from the date this Agreement is signed by Customer until all Work indicated herein is completed and paid for and all other terms of this Agreement have been satisfied, unless sooner terminated pursuant to this Agreement.

**Work in Process:** Projects or Work in the process of being installed are not complete and should not be expected to function as completed Work. Contractor does not guaranty that unfinished or Work in the process of being installed will function properly. Customer uses the unfinished system/Work at their own risk. Contractor is not responsible for any liability related to the Customer using the unfinished system/Work. If the unfinished system/Work stops functioning during non-business hours or on weekends, Contractor, at the request of the Customer, may dispatch a technician to troubleshoot the problem. A non-business hour or weekend service call is not covered by the Warranty herein and the Customer will be billed at the non-business hours/weekend service call hourly rate. This will be in addition to the Proposal price.

**Other Contracts:** Notwithstanding anything to the contrary herein, Contractor shall not be bound by any other agreement between Customer and a third party (e.g. a "prime contract" or similar agreement) unless Contractor has seen, had adequate time to review, acknowledged receipt of any such contract, and agreed to its terms by written signature on the contract, or any amendments thereto. Customer is obligated to ensure compliance with all of its contracts with other parties, and Contractor assumes no responsibility for such contract requirements. Any reference to any such ancillary contracts contained in a contract between Customer and a third party shall not be enforceable against Contractor unless Customer complies with this section.

**Contract Documents; Conflicting Terms:** This Agreement includes the Proposal, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in Work. Work not covered by this Agreement will not be required unless it is required by reasonable inference as being necessary to produce the intended result. Specifically, the terms and conditions herein shall apply to the Proposal of the Work. The terms set forth herein shall be considered to govern any work performed for Customer to the extent that additional agreements do not address these general terms. In the event of a conflict of terms between this Agreement, any job agreement/purchase order, and/or specifications, this Agreement shall control.

**Cure Period:** If Contractor's Work is untimely, unsatisfactory, or otherwise deficient, then prior to hiring another contractor to 'cover' the Work, Customer agrees to state in writing the nature of Contractor's inadequacy and allow a period of at least thirty (30) days to cure, or longer if reasonably required to complete the inadequate work.

**Delays:** Contractor shall not be liable whatsoever for any delays caused by the Customer or by laborers or subcontractors not employed by or contracted with Contractor. Should Contractor be delayed in the completion (or commencement) of its work due to other parties' delay(s), then Contractor will be given extensions necessary to compensate for the time lost. The time for such extension shall be liberally construed in favor of Contractor. At the time Contractor commences its Work, it shall notify the Customer of the amount, if any, of delay caused by third



parties. If Contractor is delayed at any time in the progress of the Work by Customer change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the Work or affected parts of the Work shall be extended by the same amount of the time caused by the delay.

**Third Parties:** Customer acknowledges that Contractor is authorized to purchase materials and services from third parties as necessary to fulfill Contractor's obligations hereunder, or to contract with third parties if a particular service requires permits or licenses from relevant governmental entities.

**Liens:** Contractor reserves the right to file preliminary notices and liens for non-payment to the fullest extent permitted by law.

**Adequate Assurances:** Contractor shall be entitled to adequate assurances from Customer that payments owed under this Agreement will be forthcoming. Absent such adequate assurances, or by failure of Customer to make a payment by the Payment Due Date, then Contractor shall be legally justified in ceasing all Work contemplated herein until Customer can make such assurances. Any delay associated with Customer's failure to give adequate assurances shall result in an extension, where applicable, for Contractor to complete its

**Work Termination and Breach:** *Without Cause.* The Parties acknowledge and agree that neither Party may terminate this Agreement without cause as each Party is relying on the representations of the other and will be planning and acting on such plans in accordance with this Agreement. Notwithstanding the above, this Agreement can be terminated by mutual agreement of the Parties. *With Cause.* Either Party may terminate this Agreement for cause, which cause is limited to: Non-payment; or Material breach of any term of this Agreement.

**Incompatible Structures:** Contractor reserves the right to cancel this Agreement if the site, structure, building, or property cannot accommodate the system/Work without excessive costs. In such an event, Contractor shall reimburse to Customer any payments made toward the system/Work that was not completed.

**Method of Terminating:** If a Party elects to terminate this Agreement for cause, the terminating Party shall send written notice to the other Party. Such notice shall contain a list of all reasons for termination, and shall demand that such reasons be cured within thirty (30) days or, if a cure is not possible in thirty (30) days, by a time in which a reasonable party could cure ("Cure Period"). An invoice sent by Contractor to Customer shall satisfy this requirement, meaning that Contractor may elect to terminate this Agreement if an invoice was sent stating the amounts owed and Customer does not pay such amounts within thirty (30) days. If the Cure Period has ended and the reasons for termination have not been cured, this Agreement shall terminate.

**Contractor Services:** Contractor shall supply the items necessary for its Work in a professional and workmanlike manner.

**Survival of Obligations:** If this Agreement is terminated for Customer's breach, Customer shall be obligated to pay Contractor for all of the Work performed through the date of termination.

**Remedies:** In the event of any default under this obligation, the non-defaulting party will be entitled to an award of the delinquent amount, **interest at the rate of 1.5% per month** (compounded monthly), all expenses, including a **25% collection charge** on the delinquent amount, reasonable attorney fees and court costs, incurred in obtaining redress. Payments for any delinquent balance(s) shall be applied first to costs of court, then to collection/attorney's fees, then interest and lastly to principal.

**Title of Equipment:** Contractor shall retain title to all equipment, materials, software, firmware and improvements covered by the Proposal until Contractor completes the installation of the Work and the balance Total Amount Due has been paid in full, whereupon such title shall transfer to Customer.

**Insurance:** Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the Customer's property resulting from the conduct of this Agreement.

**Indemnity:** Customer shall hold Contractor and its agents harmless and indemnify Contractor and its agents from any damages, claims, or liabilities, including attorney fees and costs arising in any manner from, or in any way related to, services or materials provided to the Customer by any third-party unrelated to Contractor including, but not limited to, any claims for personal injury, property damage, defective workmanship or construction, or claims for infringement of any patent rights or any intellectual property rights, except for matters that arise out of, pertain to, or relate to the active negligence or willful misconduct of Contractor, or its other agents, other servants, or other independent contractors who are responsible to Contractor, or for defects in design furnished by those persons, or to the extent the matters do not arise out of the scope of Work of the Customer pursuant to the applicable Work documents.

**Liability:** Contractor hereby disclaims any and all obligations owed by the Customer to any third party unless agreed to in a separate written agreement by both Parties. Unless set forth herein or specifically acknowledged in writing and in clear and conspicuous terms requiring the signature of Contractor, then Contractor shall have no liability whatsoever for liquidated damages associated with the Work. Notwithstanding the above, Contractor is only liable for any liquidated damages to the extent that Customer has actually incurred and paid such liquidated damages to another party and the delays giving rise to the liquidated damages are the legal and proximate result of Contractor's conduct. In addition, nothing herein shall be construed to alter the limitation of liability set forth herein.

**Limitation of Liability:** IN NO EVENT SHALL JELLYFISH BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF ANY WAY RELATING TO THIS AGREEMENT OR THE WORK.

**Waivers:** Contractor agrees that, as applicable, it will execute and deliver lien waivers to Customer upon completion of the Work and payment of the balance of the Total Amount Due.

**Indemnity from Subcontractors:** Contractor will hold Customer harmless with respect to claims of Contractor's subcontractors and suppliers.

**Relationship of Parties:** In all aspects relating to this Agreement, both Parties are acting entirely independent from one another, and not as an agent of the other Party. The Parties shall be responsible for compliance with all laws, rules and regulations involving their respective employees or agents, including but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages, as well as payment and withholding of all taxes. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the Parties or impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

**Other Work:** Nothing herein shall guarantee that Contractor will perform any additional work for Customer other than the Work agreed to herein, and Customer acknowledges and agrees that Contractor may perform work for other parties, including competitors of Customer.

**Notices:** All notices concerning or relating to this Agreement shall be in writing and shall be given or made by means of electronic mail, certified or registered mail, express mail or other overnight delivery service, or hand delivery to the Customer at the address shown above, and to the Contractor at Attn: David Steed, 12896 Pony Express Rd Suite 300 Draper, Utah 84020.

**Waiver:** Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of such right, or affect the validity of this Agreement or any order relating thereto.

**Severability:** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any Party.

**Governing Law; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. All disputes arising out of or relating in any way to this Agreement or the Work shall be resolved by the appropriate State and Federal Courts located in the County of Salt Lake, Utah. Customer hereby expressly consents to the personal jurisdiction of the State and Federal courts of Utah and waives any objection it may now or hereafter have to the laying of venue of any such action brought in such courts arising from or related to this Agreement or the Work.

**Acceptance of Terms:** If Customer has received these terms and conditions in this Agreement and fails to sign this Agreement, but nonetheless prompts Contractor to begin Work, then such actions will be deemed to be Customer's acceptance of the terms in this Agreement.

**Interpretation:** All Parties have had the opportunity to have their own independent counsel review these terms and conditions, and these terms and conditions shall be construed fairly and equally as to all Parties as if drafted jointly by them. Any uncertainty or ambiguity shall not be interpreted against any Party.

**Attorney's Fees:** In the event it is necessary to use an attorney to collect any amounts owing under this Agreement, or to otherwise enforce any terms of this Agreement, the prevailing Party shall be entitled to recover and collect its reasonable attorney's fees and costs.

**Liability Exclusions:** Contractor shall have no liability for damage or injury to any of Customer's property unless it was the result of the reckless conduct of Contractor's employees or agents. Customer acknowledges that some parts or aspects of Customer area may be fragile and that despite reasonable care may be damaged in the process of the installation of the equipment and Contractor shall have no fault therefore.

**Time of Completion:** The Contractor agrees to install the Work in a commercially reasonable timeframe.

**Invoicing Disputes:** Customer agrees to notify Contractor, in writing, of any error in any invoice within three (3) business days after the delivery of the equipment. Customer's failure to notify Contractor shall be deemed acceptance of the equipment and charges as rendered and set forth in the invoice(s). If Customer fails to notify Contractor in writing of any disputed charge as outlined in this Section, Customer shall be deemed to have accepted all charges and shall waive its right to dispute any such charges in the future. In the event that Customer does not pay the contract sum as outlined herein, Customer agrees that Contractor may file a lien against the project site.

**Access to Property:** Customer agrees to provide safe and secure access to the project site during normal working hours and agrees to have the work area free of materials or stored items, and unchained animals. Customer hereby waives, releases, and agrees to indemnify Contractor and Contractor's agents and employees against any and all claims by Customer and third parties resulting from or related to the entry on the property incident to the fulfillment of this Agreement by Customer or Customer's relatives, guests, representatives, agents or invitees, including but not limited to any entry accompanied by Contractor for a scheduled inspection.

**Payments Received:** Customer agrees that all funds owed to Contractor, but received Customer, to the extent those funds result from the labor or materials supplied by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in such funds held by any party. Customer agrees to promptly account for and pay to Contractor all such funds. Customer further irrevocably assigns to Contractor any rights Customer has to all such funds to the extent that sums are justly due to Contractor under this Agreement. All waivers executed by Contractor shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Contractor retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Contractor for signature or restrictive endorsements on checks or any negotiable instruments that may imply otherwise.

**Facsimile Signatures and Counterparts:** This Agreement may be signed via facsimile or email and in one or more counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one and the same document. The Parties expressly agree that an affirmative email or electronic consent (e.g. "I agree", "Yes", "I approve", or "I accept") to the Proposal and this Agreement shall suffice for binding the Parties to the terms of this Agreement and pricing thereof.

**Español:** Si necesita este contrato en español, por favor notifique a su representante de ventas y una copia le será proporcionada antes de firmar.

**Larger Print:** To accommodate all Customers, Contractor will provide a copy of the Agreement and General Terms and Conditions in larger-sized text upon request.

**Entire Agreement:** This Agreement contains the entire agreement of the Parties with respect to the Work and shall not be amended or modified without a writing signed by both Parties.



## Central Florida Trimlight

4141 Ashton Club Dr  
Lake Wales, FL 33859

☎ (863) 956-6207  
✉ mfisher@lakeashtonccd.com

ESTIMATE	#1411
SERVICE DATE	Aug 27, 2024

### CONTACT US

1512 E Gary Rd  
Lakeland, FL 33801

☎ (863) 292-6551  
✉ robby@centralfloridatrimlight.com

## ESTIMATE

### (OPTION 1) Trimlight 6" Spacing 3L Diode Install

Services	qty	unit price	amount
Trimlight 6" Spacing 3L Diode Install Complete Front , Diameter and sides of club house.	878.0	\$44.00	\$38,632.00
Trimlight Edge Controller Install	1.0	\$450.00	\$450.00

Services subtotal: \$39,082.00

Materials	qty	unit price	amount
White Wire Cover system at 92" in Length- White	1.0	\$0.00	\$0.00
EDGE Wifi enabled IC Chipped Controller V2 -Trimlight Edge	1.0	\$0.00	\$0.00
Large Large Waterproof Enclosure with Accessible Latches	1.0	\$0.00	\$0.00
200 Watt 200 Watt and 12 Volt power supply - UL Certified	1.0	\$0.00	\$0.00
500 Watt 200 Watt and 12 Volt power supply - UL Certified	2.0	\$0.00	\$0.00

20ft 120 Volt, Exterior Grade Pigtail 20' Long	1.0	\$0.00	\$0.00
92" - White Deck Channel with 6" Spaced holes at 92" in Length	551.0	\$0.00	\$0.00
Dark Bronze Deck Channel with 6" Spaced holes at 92" in Length-Dark Bronze	162.0	\$0.00	\$0.00
Dark Bronze Back Cover system at 92" in Length-Dark Bronze	162.0	\$0.00	\$0.00
Copper Deck Channel with 6" Spaced holes at 92" in Length-RAW	165.0	\$0.00	\$0.00
Copper Back Cover system at 92" in Length-RAW	165.0	\$0.00	\$0.00
IC - 6" 6" RGB-IC Diode Strings 20' - For 6" Spaced Track -12 VOLT	1.0	\$0.00	\$0.00

Materials subtotal: \$0.00

Subtotal \$39,082.00

20% Discount - \$7,816.40

**Total \$31,265.60**

## (OPTION 2) Trimlight 6" Spacing 3L Diode Install

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$428.54/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Trimlight 6" 3L Diode Install Includes all Area in original inquiry for pool house	551.0	\$44.00	\$24,244.00
Trimlight Edge Controller Install	1.0	\$450.00	\$450.00

Services subtotal: \$24,694.00

Materials	qty	unit price	amount
White Wire Cover system at 92" in Length- White	1.0	\$0.00	\$0.00
EDGE Wifi enabled IC Chipped Controller V2 -Trimlight Edge	1.0	\$0.00	\$0.00
Large Large Waterproof Enclosure with Accessible Latches	2.0	\$0.00	\$0.00
200 Watt 200 Watt and 12 Volt power supply - UL Certified	1.0	\$0.00	\$0.00
20ft 120 Volt, Exterior Grade Pigtail 20' Long	2.0	\$0.00	\$0.00
92"- white Deck Channel with 6" Spaced holes at 92" in Length	451.0	\$0.00	\$0.00
IC - 6" 6" RGB-IC Diode Strings 20' - For 6" Spaced Track -12 VOLT	1.0	\$0.00	\$0.00
500 Watt 24 Volt power supply 500 Watt	2.0	\$0.00	\$0.00
Dark Bronze Back Cover system at 92" in Length-Dark Bronze	100.0	\$0.00	\$0.00
Dark Bronze Deck Channel with 6" Spaced holes at 92" in Length-Dark Bronze	100.0	\$0.00	\$0.00

Materials subtotal: \$0.00

Subtotal \$24,694.00

20 % Discount - \$4,938.80

**Total \$19,755.20**

### Complete Guard Shack - 6" Install - New 3L Diodes

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$246.37/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Complete Guard Shack- 6" NEW 3L Install	207.0	\$44.00	\$9,108.00
Trimlight Edge Controller Install	1.0	\$450.00	\$450.00
<b>Services subtotal:</b>			<b>\$9,558.00</b>

Materials	qty	unit price	amount
White	1.0	\$0.00	\$0.00
Wire Cover system at 92" in Length- White			
EDGE	1.0	\$0.00	\$0.00
Wifi enabled IC Chipped Controller V2 -Trimlight Edge			
Large	1.0	\$0.00	\$0.00
Large Waterproof Enclosure with Accessible Latches			
200 Watt	1.0	\$0.00	\$0.00
200 Watt and 12 Volt power supply - UL Certified			
20ft	1.0	\$0.00	\$0.00
120 Volt, Exterior Grade Pigtail 20' Long			
92" - White	155.0	\$0.00	\$0.00
Deck Channel with 6" Spaced holes at 92" in Length-			
92" - Dark Bronze	52.0	\$0.00	\$0.00
Deck Channel with 6" Spaced holes at 92" in Length-			
Dark Bronze	52.0	\$0.00	\$0.00
Back Cover system at 92" in Length-Dark Bronze			
IC - 6"	1.0	\$0.00	\$0.00
6" RGB-IC Diode Strings 20' - For 6" Spaced Track -12 VOLT			
<b>Materials subtotal:</b>			<b>\$0.00</b>

Subtotal \$9,558.00

- \$1,911.60

**Total \$7,646.40**

## Partial Guard Shack - 6" New 3L Diodes

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$187.39/mo\*. Your credit score will not be affected.

Services	qty	unit price	amount
Partial Guard Shack - 6" NEW 3L Install	155.0	\$44.00	\$6,820.00
Trimlight Edge Controller Install	1.0	\$450.00	\$450.00
			Services subtotal: \$7,270.00

Materials	qty	unit price	amount
White	1.0	\$0.00	\$0.00
Wire Cover system at 92" in Length- White			
EDGE	1.0	\$0.00	\$0.00
Wifi enabled IC Chipped Controller V2 -Trimlight Edge			
Large	1.0	\$0.00	\$0.00
Large Waterproof Enclosure with Accessible Latches			
200 Watt	1.0	\$0.00	\$0.00
200 Watt and 12 Volt power supply - UL Certified			
20ft	1.0	\$0.00	\$0.00
120 Volt, Exterior Grade Pigtail 20' Long			
92" - White	1.0	\$0.00	\$0.00
Deck Channel with 6" Spaced holes at 92" in Length-Musket Brown			
IC - 6"	1.0	\$0.00	\$0.00
6" RGB-IC Diode Strings 20' - For 6" Spaced Track -12 VOLT			
			Materials subtotal: \$0.00

Subtotal	\$7,270.00
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	- \$1,454.00
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<b>Total</b>	<b>\$5,816.00</b>
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# RADIANT ROOFLINES - IL

Permanent Holiday Lighting | Landscape Lighting

708.417.0926

radiantrooflinesil@gmail.com

www.radiantrooflines.com



Estimate To :

## Lake Ashton CDD (Gate House)

4141 Ashton Club Drive  
Lake Whales FL 33859

NO. 2024-908

SEPTEMBER 8TH, 2024

DESCRIPTION	PRICE	QTY	SUBTOTAL
TRANSFORMER	\$600	1	\$600
1ST FLOOR (FEET)	\$30	150'	\$4,500
TOWER (FEET)	\$45	50'	\$2,250
TRACK QUANTITY	INCL.	34	0
BULB COUNT	INCL.	300	0
FREE TRANSFORMER + 15% (22% OFF)		1	-\$1,612
<b>GRAND TOTAL</b>			<b>\$5,738</b>

### DEPOSIT DUE:

\$1,435

### TERMS AND CONDITIONS

- \$1,435 deposit due to order.
- 5-year manufacturer warranty.
- 5-year Radiant Rooflines labor warranty.
- Installation will be scheduled at an agreed upon date.
- Balance due at completion of installation.

**AUTHORIZED SIGN**

# RADIANT ROOFLINES - IL

Permanent Holiday Lighting | Landscape Lighting

📞 708.417.0926

✉️ radiantrooflinesil@gmail.com

🌐 www.radiantrooflines.com



Estimate To :

## Lake Ashton CDD (Gate House)

4141 Ashton Club Drive  
Lake Wales, FL 33859

NO. 2024-827

AUGUST 26TH, 2024

DESCRIPTION	PRICE	QTY	SUBTOTAL
TRANSFORMER	\$600	1	\$600
AUX POWER	\$300	0	0
1ST FLOOR FEET	\$30	150 FT.	\$4,500
TRACK QUANTITY	INCL.	25	0
BULB COUNT	INCL.	225	0
FREE TRANSFORMER + 15% (25% OFF)		1	-\$1,275
<b>GRAND TOTAL</b>			<b>\$3,825</b>

### DEPOSIT DUE:

\$956

### TERMS AND CONDITIONS

- \$956 deposit due to order.
- 5-year manufacturer warranty.
- 5-year Radiant Rooflines labor warranty.
- Installation will be scheduled at an agreed upon date.
- Balance due at completion of installation.

**AUTHORIZED SIGN**

# RADIANT ROOFLINES - IL

Permanent Holiday Lighting | Landscape Lighting

708.417.0926

radiantrooflinesil@gmail.com

www.radiantrooflines.com



Estimate To :

## Lake Ashton CDD (Club House)

4141 Ashton Club Drive  
Lake Wales, FL 33859

NO. 2024-909

SEPTEMBER 8TH, 2024

DESCRIPTION	PRICE	QTY	SUBTOTAL
TRANSFORMER	\$600	1	\$600
1ST FLOOR (FEET)	\$30	521'	\$15,630
2ND FLOOR (FEET)	\$40	242'	\$9,680
TOWER (FEET)	45'	65'	\$2,925
AUX BOXES	\$300	3	\$900
FREE TRANSFORMER + 15%	(17% OFF)	1	-\$4,970
<b>GRAND TOTAL</b>			<b>\$24,765</b>

### DEPOSIT DUE:

\$6,191

### TERMS AND CONDITIONS

- \$6,191 deposit due to order.
- 5-year manufacturer warranty.
- 5-year Radiant Rooflines labor warranty.
- Installation will be scheduled at an agreed upon date.
- Balance due at completion of installation.

**AUTHORIZED SIGN**

# RADIANT ROOFLINES - IL

Permanent Holiday Lighting | Landscape Lighting

📞 708.417.0926

✉️ radiantrooflinesil@gmail.com

🌐 www.radiantrooflines.com



Estimate To :

## Lake Ashton CDD (Club House)

4141 Ashton Club Drive  
Lake Wales, FL 33859

NO. 2024-826

AUGUST 26TH, 2024

DESCRIPTION	PRICE	QTY	SUBTOTAL
TRANSFORMER	\$600	1	\$600
AUX POWER	\$300	2	\$600
1ST FLOOR FEET	\$30	484 FT.	\$14,520
TRACK QUANTITY	INCL.	81	0
BULB COUNT	INCL.	726	0
FREE TRANSFORMER + 15% (18% OFF)		1	-\$2,868
<b>GRAND TOTAL</b>			<b>\$12,852</b>

### DEPOSIT DUE:

\$3,213

### TERMS AND CONDITIONS

- \$3,213 deposit due to order.
- 5-year manufacturer warranty.
- 5-year Radiant Rooflines labor warranty.
- Installation will be scheduled at an agreed upon date.
- Balance due at completion of installation.

**AUTHORIZED SIGN**

# SECTION C

# Lake Ashton

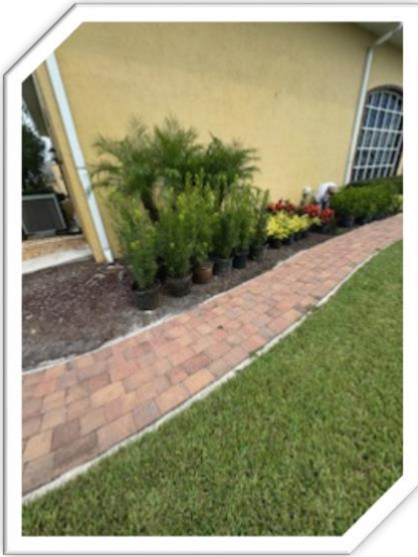
## Community Development District



September 23, 2024  
Matthew Fisher – Operations Manager

# Contracted Services

## Landscaping



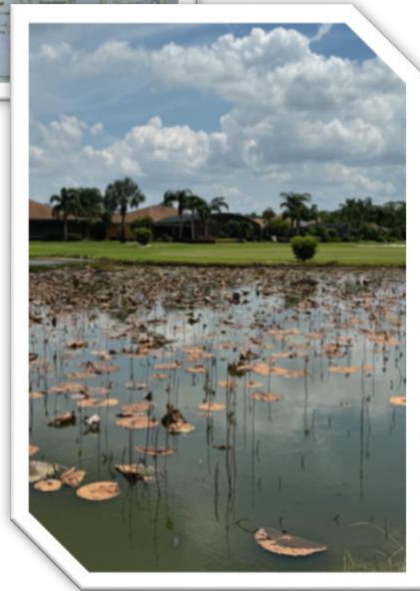
Yellowstone will begin demoing the existing plants, ensuring the irrigation is working, and stump grinding a few stumps.



- ✚ The most recent site visit report is included.
- ✚ Plants have arrived for the area behind the Ballroom. There was a \$1700 savings getting plants from a local nursery.
- ✚ Shell has been removed and Bermuda sod has been installed where the cluster of declining Queen Palms were removed.
- ✚ Yellowstone is providing a price for 5 pallets of Bahia to be installed on the sandy areas adjacent to the Aberdeen fence line

# Contracted Services

## Aquatic Management



- + CDD ponds were reviewed with Applied Aquatics.
- + An article was included in the September LA Times informing residents of frequently asked questions about retention ponds during the summer.
- + Wetland quarterly maintenance was completed.
- + American Lotus Lilly problem in pond GC 3 has been taken care of.



# Facility Maintenance

## Completed/Pending



- ✚ Staff installed a new toilet in the south dressing room.
- ✚ Kincaid installed wall mounted LED lights in the Bowling Alley mechanical area.
- ✚ Two fans were installed in the Card Room.
- ✚ Stucco repairs were completed to the back side of the Gate House and at the Clubhouse.
- ✚ Kincaid installed 2 new LED lights in the east golf cart parking area.
- ✚ Missing fire hydrant reflectors have been replaced. Staff is ordering more to ensure all fire hydrants have a blue reflector adjacent to them on the road.

# Facility Maintenance Forecaster

- ✚ Install landscape lighting to the Ligustrum's on the northeast side of the Clubhouse. Tentative start date: week of 9/23/24.
- ✚ Pressure wash east and west paver sidewalks located in the front of the Clubhouse. Tentative start date: week of 9/23/24.
- ✚ Detail Fitness Center light lenses. This will consist of removing bugs and wiping the lens down.
- ✚ Remove old sealer from around the fountain pavers in front of the Clubhouse. Sand joints and apply two coats of sealer. Tentative start date: week of 10/7/24.

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: 9/16/24

POND	APPERANCE	ALGAE	COMMENTS
E1	Good		Grass treated
E2	Good	Yes	Algae being treated
E3	Good		Nothing to report
E4	Fair	Yes	Algae treated 9/16/24
E5	Good		Boat used to treat grasses
E6	Fair	Yes	Algae present
E7	Fair		Grass treated
E8	Good		Grass treated
E9	Fair		Water levels low. Grass treated
E10	Good		Weeds treat on eastern side
E11	Good		Nothing to report
E12	Good		Nothing to report
E13	Good		Nothing to report
E14	Good		Nothing to report
GC1	Good		Nothing to report
GC2	Good		Nothing to report
GC3	Good		American Lotus Lilly pads are all dying
GC4	Good		Nothing to report
GC5	Good		Eelgrass still present
GC6	Good	Yes	Algae present
GC7	Fair	Yes	Algae is small amounts. Dye is working great
GC8	Fair		Eelgrass present in the deeper water. Still treating
GC9	Fair		Nothing to report
GC10	Good		Nothing to report
GC11	Fair	Yes	Planktonic algae present.
GC12	Good	Yes	Minor algae
GC13	Good		Nothing to report
GC14	Good		Nothing to report
GC15	Good		Eelgrass present around edges still. Used boat to spray the grasses
GC16	Good		Eelgrass still being treated
GC17	Good		Nothing to report
GC18	Good		Nothing to report
GC19	Good		Eelgrass present. Treatments still being continued

GC20	Good		Nothing to report
GC21	Fair		Water level is rising

**LACDD GOLF COURSE PONDS**



# LACDD PONDS



# SECTION 1

# SECTION (a)

# Yellowstone Site Visit Report: 9/16/24

Task	Remarks (Including Specific Areas for improvement)	
<p><b>Mowing</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Mow with the chute pointed away from the ponds. Blow off clippings after mowing each area at a time.</p> <ul style="list-style-type: none"> <li>When approaching sandy areas around pond disengage blades.</li> </ul>
<p><b>Edging Completed</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Nothing to report.</p>
<p><b>String Trimming</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Nothing to report.</p>
<p><b>Weed Control Turf/Beds</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Weeds starting to appear in beds more often. Extra help treating weeds? What is their schedule?</p> <p>Vines growing in several Bougainville's and scrubs along the Blvd and around the Clubhouse.</p>
<p><b>Shrubs/Ground Cover Care</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Fire Bush at the entrance needs to be kept trimmed lower. Around 2 ft high.</p> <p>Aberdeen shrubs need to be top cut along the fence line.</p> <p>Remove dead section of Podocarpus along the Blvd.</p> <p>Several Red Pentas perineal plants are dead. Replacements have arrived.</p>



<p><b>Tree Care</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Podocarpus hedges are in need of trimming.</p> <p>Oak trees in the west parking lot need to be trimmed. The limbs that are hanging low and the limbs around the light fixture.</p>
<p><b>Litter and Debris</b></p>	<p><b>Good</b></p> <p><b>Fair</b></p> <p><b>Poor</b></p>	<p>Nothing to report</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. This will help keep grass clippings out of the ponds.</p> <p>No need to be so aggressive string trimming around ponds. Leave some height to the grass around ponds.</p>

## NOTES



Need Yellow Ginger to fill in. Plants have arrived. This will be done the week of 9/16/24.



Weeds present in these areas

# SECTION X

# SECTION A

**Lake Ashton**  
**Community Development District**  
**Combined Balance Sheet**  
**August 31, 2024**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 47,024	\$ -	\$ -	\$ 47,024
Capital Reserve Account	\$ -	\$ -	\$ 8,251	\$ 8,251
Lease Receivable	\$ 60,171	\$ -	\$ -	\$ 60,171
Due from Capital Projects	\$ 1,707	\$ -	\$ -	\$ 1,707
Due from General Fund	\$ -	\$ 1,053	\$ -	\$ 1,053
<u>Investments:</u>				
Investment Pool - State Board of Administration Series 2015	\$ 310,386	\$ -	\$ 653,480	\$ 963,866
Reserve	\$ -	\$ 195,938	\$ -	\$ 195,938
Revenue	\$ -	\$ 121,127	\$ -	\$ 121,127
Prepayment 2015-1	\$ -	\$ 94,393	\$ -	\$ 94,393
Prepayment 2015-2	\$ -	\$ 390	\$ -	\$ 390
<b>Total Assets</b>	<b>\$ 419,288</b>	<b>\$ 412,901</b>	<b>\$ 661,731</b>	<b>\$ 1,493,921</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 79,923	\$ -	\$ 1,700	\$ 81,623
Due to Debt Service	\$ 1,053	\$ -	\$ -	\$ 1,053
Due to General Fund	\$ -	\$ -	\$ 1,707	\$ 1,707
Deposits Ballroom Rentals	\$ 6,225	\$ -	\$ -	\$ 6,225
Deposits-Restaurant	\$ 5,000	\$ -	\$ -	\$ 5,000
Deferred Revenue	\$ 2,665	\$ -	\$ -	\$ 2,665
Deferred Revenue-Leases	\$ 51,023	\$ -	\$ -	\$ 51,023
<b>Total Liabilities</b>	<b>\$ 145,889</b>	<b>\$ -</b>	<b>\$ 3,407</b>	<b>\$ 149,296</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service - Series 2015	\$ -	\$ 412,901	\$ -	\$ 412,901
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 658,324	\$ 658,324
Unassigned	\$ 273,399	\$ -	\$ -	\$ 273,399
<b>Total Fund Balances</b>	<b>\$ 273,399</b>	<b>\$ 412,901</b>	<b>\$ 658,324</b>	<b>\$ 1,344,624</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 419,288</b>	<b>\$ 412,901</b>	<b>\$ 661,731</b>	<b>\$ 1,493,921</b>

# SECTION B

**Lake Ashton**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending August 31, 2024**

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
<b>Revenues</b>				
Interest	\$ 500	\$ 458	\$ 22,391	\$ 21,933
<b>Total Revenues</b>	<b>\$ 500</b>	<b>\$ 458</b>	<b>\$ 22,391</b>	<b>\$ 21,933</b>
<b>Expenditures:</b>				
Capital Projects	\$ 450,850	\$ 708,479	\$ -	\$ 708,479
Bocce Court	\$ -	\$ -	\$ 21,893	\$ (21,893)
Fitness Center Equipment	\$ -	\$ -	\$ 24,918	\$ (24,918)
Pavement/Curb Repairs	\$ -	\$ -	\$ 18,990	\$ (18,990)
Restaurant Equipment	\$ -	\$ -	\$ 6,350	\$ (6,350)
Bridge Management	\$ -	\$ -	\$ 9,420	\$ (9,420)
Grease Trap Installation and Replacement	\$ -	\$ -	\$ 45,127	\$ (45,127)
Shoreline Restoration	\$ -	\$ -	\$ 63,647	\$ (63,647)
Pool/Spa	\$ -	\$ -	\$ 6,397	\$ (6,397)
Security Access Control	\$ -	\$ -	\$ 32,688	\$ (32,688)
Concrete Pathways	\$ -	\$ -	\$ 6,434	\$ (6,434)
Ballroom Refurbishment	\$ -	\$ -	\$ 4,999	\$ (4,999)
HVAC	\$ -	\$ -	\$ 15,342	\$ (15,342)
Pet Play Park Pavers	\$ -	\$ -	\$ 13,550	\$ (13,550)
Property Acquisitions	\$ -	\$ -	\$ 3,400	\$ (3,400)
Contingencies	\$ 82,200	\$ 129,171	\$ -	\$ 129,171
Other Current Charges	\$ 650	\$ 1,021	\$ -	\$ 1,021
<b>Total Expenditures</b>	<b>\$ 533,700</b>	<b>\$ 838,671</b>	<b>\$ 273,156</b>	<b>\$ 565,516</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (533,200)</b>		<b>\$ (250,765)</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ 449,420	\$ 449,420	\$ 449,420	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 449,420</b>	<b>\$ 449,420</b>	<b>\$ 449,420</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (83,780)</b>		<b>\$ 198,655</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 548,136</b>		<b>\$ 459,669</b>	
<b>Fund Balance - Ending</b>	<b>\$ 464,356</b>		<b>\$ 658,324</b>	

# SECTION C

# Lake Ashton

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
<b>Revenues:</b>				
Special Assessments - Levy	\$ 2,145,886	\$ 2,145,886	\$ 2,157,866	\$ 11,980
Rental Income	\$ 40,000	\$ 36,667	\$ 36,375	\$ (292)
Entertainment Fees	\$ 165,000	\$ 164,304	\$ 164,304	\$ -
Newsletter Ad Revenue	\$ 95,000	\$ 95,000	\$ 102,306	\$ 7,306
Interest Income	\$ 8,000	\$ 7,333	\$ 14,317	\$ 6,984
Restaurant Lease Income	\$ 19,600	\$ 17,967	\$ 19,060	\$ 1,094
Contributions	\$ -	\$ -	\$ 1,500	\$ 1,500
Miscellaneous Income	\$ 5,000	\$ 4,583	\$ 18,091	\$ 13,507
Miscellaneous Income-Reimbursed Repairs	\$ -	\$ -	\$ 11,573	\$ 11,573
Miscellaneous Income-Sponsorship	\$ -	\$ -	\$ 15,000	\$ 15,000
<b>Total Revenues</b>	<b>\$ 2,478,486</b>	<b>\$ 2,471,739</b>	<b>\$ 2,540,392</b>	<b>\$ 68,652</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 7,050	\$ 3,950
FICA Expense	\$ 918	\$ 842	\$ 539	\$ 302
Engineering	\$ 50,000	\$ 45,833	\$ 43,020	\$ 2,813
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Dissemination	\$ 1,500	\$ 1,375	\$ 1,625	\$ (250)
Attorney	\$ 45,000	\$ 41,250	\$ 44,159	\$ (2,909)
Annual Audit	\$ 3,930	\$ 3,930	\$ 3,930	\$ -
Trustee Fees	\$ 4,310	\$ 4,310	\$ 4,310	\$ -
Management Fees	\$ 66,410	\$ 60,876	\$ 60,876	\$ 0
Management Fees-Beyond Contract	\$ -	\$ -	\$ 500	\$ (500)
Accounting System Software	\$ 1,000	\$ 917	\$ 917	\$ 0
Postage	\$ 3,500	\$ 3,208	\$ 4,090	\$ (881)
Printing & Binding	\$ 500	\$ 458	\$ 1,084	\$ (626)
Newsletter Printing	\$ 50,000	\$ 45,833	\$ 52,833	\$ (7,000)
Marketing	\$ 3,000	\$ 2,750	\$ 544	\$ 2,206
Rentals & Leases	\$ 5,500	\$ 5,042	\$ 3,040	\$ 2,001
Insurance	\$ 67,509	\$ 67,509	\$ 72,378	\$ (4,869)
Legal Advertising	\$ 1,500	\$ 1,375	\$ 2,039	\$ (664)
Other Current Charges	\$ 750	\$ 688	\$ (125)	\$ 812
Office Supplies	\$ 300	\$ 275	\$ 29	\$ 246
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 318,403</b>	<b>\$ 298,246</b>	<b>\$ 303,613</b>	<b>\$ (5,367)</b>



# Lake Ashton

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Field Management Services	\$ 492,027	\$ 451,024	\$ 451,025	\$ (0)
Gate/Patrol/Pool Officers	\$ 341,286	\$ 312,846	\$ 317,563	\$ (4,718)
Gate/Patrol/Pool Officers-Special Events	\$ -	\$ -	\$ 3,838	\$ (3,838)
Security/Fire Alarm/Gate Repairs	\$ 9,500	\$ 8,708	\$ 2,224	\$ 6,484
Access Control System	\$ 64,235	\$ 58,882	\$ 13,001	\$ 45,881
Pest Control	\$ 4,690	\$ 4,299	\$ 4,030	\$ 269
Telephone/Internet	\$ 12,204	\$ 11,187	\$ 4,781	\$ 6,406
Electric	\$ 240,000	\$ 220,000	\$ 217,324	\$ 2,676
Water	\$ 16,000	\$ 14,667	\$ 2,921	\$ 11,746
Gas-Pool	\$ 25,000	\$ 22,917	\$ 21,552	\$ 1,364
Refuse	\$ 8,000	\$ 7,333	\$ 7,758	\$ (424)
Repairs and Maintenance-Clubhouse	\$ 85,600	\$ 78,467	\$ 66,401	\$ 12,066
Repairs and Maintenance-Fitness Center	\$ 3,000	\$ 2,750	\$ 1,653	\$ 1,097
Repairs and Maintenance-Bowling Lanes	\$ 17,000	\$ 15,583	\$ 15,407	\$ 177
Repairs and Maintenance-Restaurant	\$ 6,000	\$ 5,500	\$ 759	\$ 4,741
Furniture, Fixtures, Equipment	\$ 10,000	\$ 9,167	\$ 7,562	\$ 1,604
Repairs and Maintenance-Pool	\$ 15,000	\$ 13,750	\$ 25,070	\$ (11,320)
Repairs and Maintenance-Golf Cart	\$ 5,400	\$ 4,950	\$ 7,265	\$ (2,315)
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ 1,695	\$ (1,695)
Landscape Maintenance-Contract	\$ 194,700	\$ 178,475	\$ 172,043	\$ 6,432
Landscape Maintenance-Improvements	\$ 15,000	\$ 13,750	\$ 9,454	\$ 4,296
Irrigation Repairs	\$ 3,500	\$ 3,208	\$ 7,897	\$ (4,688)
Lake Maintenance-Contract	\$ 53,628	\$ 49,159	\$ 41,820	\$ 7,339
Lake Maintenance-Other	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Wetland/Mitigation Maintenance	\$ 45,338	\$ 41,560	\$ 27,117	\$ 14,443
Permits/Inspections	\$ 3,000	\$ 2,750	\$ 600	\$ 2,150
Office Supplies/Printing/Binding	\$ 5,000	\$ 4,583	\$ 1,348	\$ 3,235
Credit Card Processing Fees	\$ 5,500	\$ 5,042	\$ 4,630	\$ 412
Dues & Subscriptions	\$ 9,500	\$ 8,708	\$ 7,951	\$ 757
Decorations	\$ 2,000	\$ 1,833	\$ 586	\$ 1,248
Special Events	\$ 165,000	\$ 121,824	\$ 121,824	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,859,108</b>	<b>\$ 1,674,756</b>	<b>\$ 1,567,099</b>	<b>\$ 107,657</b>
<b>Total Expenditures</b>	<b>\$ 2,177,511</b>	<b>\$ 1,973,002</b>	<b>\$ 1,870,712</b>	<b>\$ 102,290</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 300,975</b>		<b>\$ 669,680</b>	
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ (449,420)	\$ (449,420)	\$ (449,420)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (449,420)</b>	<b>\$ (449,420)</b>	<b>\$ (449,420)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (148,445)</b>		<b>\$ 220,260</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 148,445</b>		<b>\$ 53,139</b>	
<b>Fund Balance - Ending</b>	<b>\$ 0</b>		<b>\$ 273,399</b>	

# Lake Ashton

## Community Development District

### Debt Service Fund Series 2015

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2024

	Adopted Budget	Prorated Budget Thru 08/31/24	Actual Thru 08/31/24	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 416,871	\$ 416,871	\$ 411,309	\$ (5,561)
Assessments - PPMT 2015-1	\$ -	\$ -	\$ 114,116	\$ 114,116
Interest Income	\$ 500	\$ 458	\$ 17,678	\$ 17,220
<b>Total Revenues</b>	<b>\$ 417,371</b>	<b>\$ 417,329</b>	<b>\$ 543,104</b>	<b>\$ 125,775</b>
<b>Expenditures:</b>				
<b>Series 2015-1</b>				
Interest - 11/01	\$ 63,500	\$ 63,500	\$ 63,500	\$ -
Interest - 05/01	\$ 63,500	\$ 63,500	\$ 62,125	\$ 1,375
Principal - 05/01	\$ 230,000	\$ 230,000	\$ 230,000	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 55,000	\$ (55,000)
Special Call - 05/01	\$ -	\$ -	\$ 30,000	\$ (30,000)
<b>Series 2015-2</b>				
Interest - 11/01	\$ 10,625	\$ 10,625	\$ 10,625	\$ -
Interest - 05/01	\$ 10,625	\$ 10,625	\$ 10,375	\$ 250
Principal - 05/01	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 10,000	\$ (10,000)
<b>Total Expenditures</b>	<b>\$ 398,250</b>	<b>\$ 398,250</b>	<b>\$ 491,625</b>	<b>\$ (93,375)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 19,121</b>		<b>\$ 51,479</b>	
<b>Net Change in Fund Balance</b>	<b>\$ 19,121</b>		<b>\$ 51,479</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 90,783</b>		<b>\$ 361,422</b>	
<b>Fund Balance - Ending</b>	<b>\$ 109,904</b>		<b>\$ 412,901</b>	

**Lake Ashton**  
**Community Development District**  
**Month to Month**  
**FY 2024**

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
<b>Revenues:</b>													
Special Assessments - Levy	\$ -	\$ 480,436	\$ 1,503,589	\$ 67,896	\$ 52,798	\$ 20,289	\$ 35,155	\$ 10,702	\$ 11,991	\$ 134	\$ (25,125)	\$ -	\$ 2,157,866
Rental Income	\$ 11,475	\$ 1,500	\$ 1,300	\$ 1,650	\$ 5,550	\$ 1,800	\$ 5,500	\$ 2,800	\$ 1,400	\$ 2,000	\$ 1,400	\$ -	\$ 36,375
Entertainment Fees	\$ 104,672	\$ 5,347	\$ 11,150	\$ 8,524	\$ 10,756	\$ 4,785	\$ 10,634	\$ 4,353	\$ 2,157	\$ -	\$ 1,927	\$ -	\$ 164,304
Newsletter Ad Revenue	\$ 17,030	\$ 4,680	\$ 14,172	\$ 9,673	\$ 8,216	\$ 6,660	\$ 15,244	\$ 4,869	\$ 5,359	\$ 4,199	\$ 12,204	\$ -	\$ 102,306
Interest Income	\$ 10	\$ 10	\$ 10	\$ 10	\$ 9	\$ 39	\$ 3,578	\$ 3,341	\$ 2,949	\$ 2,623	\$ 1,737	\$ -	\$ 14,317
Restaurant Lease Income	\$ 1,646	\$ 2,221	\$ 2,146	\$ -	\$ 5,664	\$ -	\$ 1,646	\$ 1,721	\$ 1,721	\$ -	\$ 2,293	\$ -	\$ 19,060
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Miscellaneous Income	\$ 2,014	\$ 2,156	\$ 1,440	\$ 2,691	\$ 1,506	\$ 2,145	\$ 1,440	\$ 1,523	\$ 1,035	\$ 663	\$ 1,477	\$ -	\$ 18,091
Miscellaneous Income-Reimbursed Repairs	\$ 50	\$ -	\$ -	\$ 2,370	\$ -	\$ 7,473	\$ 770	\$ -	\$ -	\$ 910	\$ -	\$ -	\$ 11,573
Miscellaneous Income-Sponsorship	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
<b>Total Revenues</b>	<b>\$ 136,898</b>	<b>\$ 496,350</b>	<b>\$ 1,533,808</b>	<b>\$ 107,814</b>	<b>\$ 84,499</b>	<b>\$ 43,190</b>	<b>\$ 73,968</b>	<b>\$ 30,809</b>	<b>\$ 26,613</b>	<b>\$ 10,530</b>	<b>\$ (4,087)</b>	<b>\$ -</b>	<b>\$ 2,540,392</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ 900	\$ 650	\$ -	\$ 1,300	\$ 450	\$ 650	\$ 650	\$ 650	\$ 450	\$ -	\$ 1,350	\$ -	\$ 7,050
FICA Expense	\$ 69	\$ 50	\$ -	\$ 99	\$ 34	\$ 50	\$ 50	\$ 50	\$ 34	\$ -	\$ 103	\$ -	\$ 539
Engineering	\$ 2,900	\$ 3,330	\$ 2,233	\$ 2,973	\$ 2,946	\$ 3,114	\$ 4,949	\$ 4,322	\$ 7,775	\$ 4,977	\$ 3,500	\$ -	\$ 43,020
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ 600
Dissemination	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 375	\$ 125	\$ 125	\$ 125	\$ 125	\$ -	\$ 1,625
Attorney	\$ 2,484	\$ 2,160	\$ 1,884	\$ 4,525	\$ 2,259	\$ 2,643	\$ 4,605	\$ 5,968	\$ 5,287	\$ 7,343	\$ 5,000	\$ -	\$ 44,159
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,930	\$ -	\$ -	\$ -	\$ 3,930
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,310
Management Fees	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ 5,534	\$ -	\$ 60,876
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500
Accounting System Software	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ 917
Postage	\$ 537	\$ 124	\$ 204	\$ 654	\$ 118	\$ 471	\$ 453	\$ 151	\$ 646	\$ 604	\$ 127	\$ -	\$ 4,090
Printing & Binding	\$ -	\$ 1	\$ 1	\$ -	\$ 18	\$ -	\$ -	\$ -	\$ 586	\$ 478	\$ -	\$ -	\$ 1,084
Newsletter Printing	\$ 4,400	\$ 4,944	\$ 4,688	\$ 5,261	\$ 5,413	\$ 5,413	\$ 5,413	\$ 5,262	\$ 4,275	\$ 3,882	\$ 3,882	\$ -	\$ 52,833
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ 394	\$ -	\$ 544
Rentals & Leases	\$ 290	\$ 145	\$ 596	\$ -	\$ 145	\$ 583	\$ 145	\$ 145	\$ 703	\$ 290	\$ -	\$ -	\$ 3,040
Insurance	\$ 72,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,378
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99	\$ 240	\$ 1,613	\$ 88	\$ -	\$ -	\$ 2,039
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (125)	\$ -	\$ 0	\$ -	\$ -	\$ (125)
Office Supplies	\$ 3	\$ 7	\$ 3	\$ -	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 29
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 89,877</b>	<b>\$ 17,153</b>	<b>\$ 15,352</b>	<b>\$ 20,556</b>	<b>\$ 17,129</b>	<b>\$ 18,668</b>	<b>\$ 26,670</b>	<b>\$ 23,507</b>	<b>\$ 31,194</b>	<b>\$ 23,407</b>	<b>\$ 20,101</b>	<b>\$ -</b>	<b>\$ 303,613</b>

**Lake Ashton**  
**Community Development District**  
**Month to Month**  
**FY 2024**

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
<b>Operations &amp; Maintenance</b>													
<b>Field Expenditures</b>													
Field Management Services	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ 41,002	\$ -	\$ 451,025
Gate/Patrol/Pool Officers	\$ 27,508	\$ 28,632	\$ 29,540	\$ 30,364	\$ 27,168	\$ 29,112	\$ 28,179	\$ 29,546	\$ 28,128	\$ 29,534	\$ 29,850	\$ -	\$ 317,563
Gate/Patrol/Pool Officers-Events	\$ -	\$ 547	\$ 946	\$ -	\$ 572	\$ 261	\$ 715	\$ -	\$ 797	\$ -	\$ -	\$ -	\$ 3,838
Security/Fire Alarm/Gate Repairs	\$ -	\$ 195	\$ 786	\$ 459	\$ 195	\$ -	\$ 195	\$ -	\$ 200	\$ 195	\$ -	\$ -	\$ 2,224
Access Control System	\$ 614	\$ 614	\$ 614	\$ 614	\$ 614	\$ 7,474	\$ 614	\$ 614	\$ 614	\$ 614	\$ -	\$ -	\$ 13,001
Pest Control	\$ 395	\$ 250	\$ 250	\$ 395	\$ 250	\$ 250	\$ 395	\$ 250	\$ 400	\$ 945	\$ 250	\$ -	\$ 4,030
Telephone/Internet	\$ 1,268	\$ 287	\$ 985	\$ 65	\$ 65	\$ 65	\$ 253	\$ 65	\$ 449	\$ 514	\$ 765	\$ -	\$ 4,781
Electric	\$ 21,603	\$ 20,592	\$ 21,742	\$ 19,817	\$ 20,044	\$ 19,984	\$ 12,367	\$ 19,968	\$ 20,271	\$ 20,578	\$ 20,357	\$ -	\$ 217,324
Water	\$ 3,733	\$ 1,330	\$ 935	\$ 388	\$ 830	\$ 277	\$ (8,776)	\$ 1,080	\$ 744	\$ 1,249	\$ 1,130	\$ -	\$ 2,921
Gas-Pool	\$ 1,848	\$ 2,493	\$ 3,400	\$ 3,569	\$ 3,960	\$ 2,371	\$ 1,025	\$ 1,694	\$ -	\$ -	\$ 1,192	\$ -	\$ 21,552
Refuse	\$ 687	\$ 699	\$ 740	\$ 743	\$ 835	\$ 501	\$ 976	\$ 973	\$ 606	\$ 499	\$ 498	\$ -	\$ 7,758
Repairs and Maintenance-Clubhouse	\$ 9,720	\$ 3,336	\$ 2,990	\$ 10,095	\$ 10,539	\$ 6,754	\$ 5,121	\$ 3,421	\$ 4,246	\$ 4,970	\$ 5,209	\$ -	\$ 66,401
Repairs and Maintenance-Fitness Center	\$ -	\$ -	\$ 440	\$ -	\$ 621	\$ -	\$ 153	\$ 220	\$ -	\$ 219	\$ -	\$ -	\$ 1,653
Repairs and Maintenance-Bowling Lanes	\$ 1,855	\$ 1,224	\$ 1,044	\$ 1,545	\$ 1,373	\$ 765	\$ 2,657	\$ 1,192	\$ 3,751	\$ -	\$ -	\$ -	\$ 15,407
Repairs and Maintenance-Restaurant	\$ -	\$ 326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 433	\$ -	\$ 759
Furniture, Fixtures, Equipment	\$ 517	\$ 476	\$ 3,282	\$ -	\$ -	\$ 117	\$ 1,462	\$ 102	\$ 1,606	\$ -	\$ -	\$ -	\$ 7,562
Repairs and Maintenance-Pool	\$ 3,253	\$ 980	\$ 2,493	\$ 1,731	\$ 72	\$ 3,667	\$ 252	\$ 4,612	\$ 2,681	\$ 4,090	\$ 1,240	\$ -	\$ 25,070
Repairs and Maintenance-Golf Cart	\$ 595	\$ 324	\$ 498	\$ 683	\$ 3,087	\$ 1,177	\$ 173	\$ 213	\$ 173	\$ 173	\$ 173	\$ -	\$ 7,265
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ -	\$ 785	\$ -	\$ -	\$ 910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,695
Landscape Maintenance-Contract	\$ 15,738	\$ 15,738	\$ 15,738	\$ 15,738	\$ 14,663	\$ 15,738	\$ 15,738	\$ 15,738	\$ 15,738	\$ 15,738	\$ 15,738	\$ -	\$ 172,043
Landscape Maintenance-Improvements	\$ 2,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ 209	\$ 857	\$ 4,580	\$ -	\$ -	\$ 9,454
Irrigation Repairs	\$ -	\$ 706	\$ 2,143	\$ 3,086	\$ 732	\$ 532	\$ -	\$ -	\$ 697	\$ -	\$ -	\$ -	\$ 7,897
Lake Maintenance-Contract	\$ 3,895	\$ 3,895	\$ 3,895	\$ 3,895	\$ 3,895	\$ 4,469	\$ 4,469	\$ 4,469	\$ 4,469	\$ 4,469	\$ -	\$ -	\$ 41,820
Lake Maintenance-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wetland/Mitigation Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 9,717	\$ -	\$ -	\$ 7,300	\$ 2,800	\$ -	\$ 7,300	\$ -	\$ 27,117
Permits/Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Office Supplies/Printing/Binding	\$ 51	\$ 296	\$ 78	\$ 128	\$ 45	\$ 207	\$ 249	\$ 75	\$ 148	\$ (9)	\$ 81	\$ -	\$ 1,348
Credit Card Processing Fees	\$ 651	\$ 1,425	\$ 371	\$ 620	\$ 451	\$ 127	\$ 310	\$ 255	\$ 120	\$ 225	\$ 75	\$ -	\$ 4,630
Dues & Subscriptions	\$ 46	\$ 186	\$ 1,270	\$ 633	\$ -	\$ 1,018	\$ 275	\$ 4,400	\$ 65	\$ 57	\$ -	\$ -	\$ 7,951
Decorations	\$ -	\$ 393	\$ 32	\$ -	\$ -	\$ 11	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 586
Special Events	\$ 6,896	\$ 2,077	\$ 70,038	\$ 12,186	\$ 10,950	\$ 4,334	\$ 7,291	\$ 6,538	\$ 1,086	\$ 277	\$ 150	\$ -	\$ 121,824
<b>Total Operations &amp; Maintenance</b>	<b>\$ 144,833</b>	<b>\$ 128,025</b>	<b>\$ 205,252</b>	<b>\$ 148,541</b>	<b>\$ 151,681</b>	<b>\$ 140,213</b>	<b>\$ 117,457</b>	<b>\$ 143,937</b>	<b>\$ 131,799</b>	<b>\$ 129,919</b>	<b>\$ 125,441</b>	<b>\$ -</b>	<b>\$ 1,567,099</b>
<b>Total Expenditures</b>	<b>\$ 234,710</b>	<b>\$ 145,179</b>	<b>\$ 220,604</b>	<b>\$ 169,097</b>	<b>\$ 168,809</b>	<b>\$ 158,881</b>	<b>\$ 144,126</b>	<b>\$ 167,444</b>	<b>\$ 162,993</b>	<b>\$ 153,326</b>	<b>\$ 145,543</b>	<b>\$ -</b>	<b>\$ 1,870,712</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (97,813)</b>	<b>\$ 351,171</b>	<b>\$ 1,313,204</b>	<b>\$ (61,283)</b>	<b>\$ (84,310)</b>	<b>\$ (115,691)</b>	<b>\$ (70,158)</b>	<b>\$ (136,635)</b>	<b>\$ (136,380)</b>	<b>\$ (142,796)</b>	<b>\$ (149,630)</b>	<b>\$ -</b>	<b>\$ 669,680</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ (449,420)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (449,420)
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (449,420)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (449,420)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (97,813)</b>	<b>\$ 351,171</b>	<b>\$ 1,313,204</b>	<b>\$ (510,703)</b>	<b>\$ (84,310)</b>	<b>\$ (115,691)</b>	<b>\$ (70,158)</b>	<b>\$ (136,635)</b>	<b>\$ (136,380)</b>	<b>\$ (142,796)</b>	<b>\$ (149,630)</b>	<b>\$ -</b>	<b>\$ 220,260</b>

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**  
**FY 2024**

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$40,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$2,500,000.00
Reserve Fund Definition/Requirement	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$198,375.00	
Reserve Fund Balance	\$198,375.00	
Bonds outstanding - 9/30/2023		\$2,540,000.00
	November 1, 2023 (Special Call)	(\$55,000.00)
	May 1, 2024 (Mandatory)	(\$230,000.00)
	May 1, 2024 (Special Call)	(\$30,000.00)
<b>Current Bonds Outstanding</b>		<b>\$2,225,000.00</b>

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/25	\$45,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$380,000.00
Bonds outstanding - 9/30/2023		\$425,000.00
	November 1, 2023 (Special Call)	(\$10,000.00)
	May 1, 2024 (Mandatory)	(\$20,000.00)
<b>Current Bonds Outstanding</b>		<b>\$395,000.00</b>

<b>Total Current Bonds Outstanding</b>		<b>\$2,620,000.00</b>
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# SECTION D

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Check Run Summary**

**September 23, 2024**

<b>Date</b>	<b>Check Numbers</b>	<b>Amount</b>
<b><u>General Fund</u></b>		
8/27/24	9353-9370	\$58,828.92
9/4/24	9371	\$500.00
9/6/24	9372-9386	\$144,324.96
<b>General Fund Total</b>		<b>\$203,653.88</b>
<b><u>Capital Projects Fund</u></b>		
8/27/24	395	\$1,700.00
9/6/24	396	\$1,700.00
<b>Capital Projects Fund Total</b>		<b>\$3,400.00</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/27/24	00786	8/22/24	000251	202408	320	57200	41000			*	250.00		
			SVCS 08/24										
								ACG BUSINESS SERVICES				250.00	009353
8/27/24	00522	8/08/24	31673486	202408	320	57200	43200			*	1,020.14		
			PROPANE 08/08/24										
		8/13/24	31674551	202408	320	57200	43200			*	1,116.58		
			PROPANE 08/13/24										
		8/20/24	31676254	202408	320	57200	43200			*	1,191.58		
			PROPANE 08/20/24										
		8/08/24	31673486	202408	320	57200	43200			V	1,020.14		
			PROPANE 08/08/24										
		8/13/24	31674551	202408	320	57200	43200			V	1,116.58		
			PROPANE 08/13/24										
		8/20/24	31676254	202408	320	57200	43200			V	1,191.58		
			PROPANE 08/20/24										
								AMERIGAS				.00	009354
8/27/24	00757	8/08/24	666	202408	320	57200	54520			*	433.00		
			SVCS 08/08/24										
								CLIMATEGUARD COOLING SERVICES LLC				433.00	009355
8/27/24	00621	8/10/24	1009194	202408	320	57200	54501			*	250.00		
			SVCS 08/24										
								COUNTRY BOY PEST CONTROL				250.00	009356
8/27/24	00003	8/06/24	85811040	202407	310	51300	42000			*	65.95		
			DELIVERY THRU 07/31/24										
		8/13/24	85881914	202408	310	51300	42000			*	127.00		
			DELIVERY THRU 08/07/24										
								FEDEX				192.95	009357
8/27/24	00768	11/29/23	17104	202311	320	57200	54510			*	220.00		
			4TH QRTER MAINT 11/23										
								FITNESS MACHINE TECHNICIANS				220.00	009358
8/27/24	00215	8/01/24	467	202408	310	51300	34000			*	5,534.17		
			MGMT FEE 08/24										
		8/01/24	467	202408	310	51300	35100			*	83.33		
			INFORMATION TECH 08/24										
		8/01/24	467	202408	310	51300	31300			*	125.00		
			DISSEMINATION AGENT SVCS										
		8/01/24	467	202408	310	51300	51000			*	2.50		
			OFFICE SUPPLIES 08/24										
								GMS-CENTRAL FLORIDA, LLC				5,745.00	009359

LAKA LAKE ASHTON SHENNING



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/27/24	00098	7/05/24	1285-072	202407	320-57200	-	54500	SUPPLIES 07/24	*	1,466.73		
		8/05/24	1285-082	202408	320-57200	-	54500	SUPPLIES 08/24	*	783.47		
HOME DEPOT CREDIT SERVICES											2,250.20	009360
8/27/24	00750	8/08/24	26739	202408	320-57200	-	54500	SUPPLIES 08/24	*	292.61		
JANITORIAL SUPERSTORE INC											292.61	009361
8/27/24	00504	8/06/24	105578	202408	320-57200	-	54500	SVCS 08/24	*	398.55		
KINCAID ELECTRICAL SERVICES											398.55	009362
8/27/24	00429	8/27/24	082024	202408	300-20700	-	10200	TRANSFER TAX RECEIPTS	*	21,654.56		
LAKE ASHTON CDD											21,654.56	009363
8/27/24	00164	8/13/24	130399	202407	310-51300	-	31500	SVCS 07/24	*	7,342.75		
LATHAM, LUNA, EDEN & BEAUDINE,LLP											7,342.75	009364
8/27/24	00665	8/15/24	66050	202408	320-57200	-	54500	SVCS 08/24	*	1,150.00		
OCS COMMERCIAL CLEANING SVCS INC											1,150.00	009365
8/27/24	00238	8/09/24	309343	202408	320-57200	-	45300	SUPPLIES 08/24	*	1,239.95		
SPIES POOL,LLC											1,239.95	009366
8/27/24	00780	8/12/24	56304923	202408	320-57200	-	54500	SUPPLIES 08/24	*	43.01		
		8/19/24	56304966	202408	320-57200	-	54500	SUPPLIES 08/24	*	43.01		
VESTIS											86.02	009367
8/27/24	00402	8/01/24	71388	202408	310-51300	-	48001	MEMBERSHIP	*	393.75		
WINTER HAVEN CHAMBER OF COMMERCE											393.75	009368
8/27/24	00445	6/01/24	OS710440	202406	320-57200	-	46200	MAINT 06/24	*	15,738.00		
YELLOWSTONE LANDSCAPE											15,738.00	009369
8/27/24	00522	8/08/24	31673486	202408	320-57200	-	43200	PROPANE 08/08/24	*	1,020.14		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		8/13/24	31674551	202408	320-57200-43200			PROPANE 08/13/24	*	96.44		
		8/20/24	31676254	202408	320-57200-43200			PROPANE 08/20/24	*	75.00		
								AMERIGAS			1,191.58	009370
9/04/24	00727	9/06/24	090624	202409	320-57200-49400			BALANCE-EKLECTIK HAZE	*	500.00		
								JOSEPH WILLIAM GALLAGHER II			500.00	009371
9/06/24	00787	9/04/24	24-147	202408	320-57200-54500			SVC-08/24 ACOUSTICAL CEIL	*	615.00		
								ACOUSTICAL SERVICES INC			615.00	009372
9/06/24	00057	8/20/24	222136	202406	320-53800-46801			SEMI-ANNUAL SVCS-06/24	*	2,800.00		
		8/20/24	222141-0	202405	320-53800-46801			QRTLY SVCS-MAR/APR/MAY 24	*	7,300.00		
		8/20/24	222141-0	202408	320-53800-46801			QRTLY SVCS-JUN/JUL/AUG 24	*	7,300.00		
								APPLIED AQUATIC MANAGEMENT, INC.			17,400.00	009373
9/06/24	00788	8/29/24	08202024	202408	320-57200-49400			BREAST CANCER FOUNDATION	*	150.00		
								BCFCF			150.00	009374
9/06/24	00695	8/21/24	16744750	202409	320-57200-41000			SVCS-09/24	*	449.67		
								CHARTER COMMUNICATIONS			449.67	009375
9/06/24	00055	8/15/24	20735-08	202408	320-57200-43100			SVCS THRU 08/09/24	*	838.60		
		8/15/24	20740-08	202408	320-57200-43100			SVCS THRU 08/09/24	*	291.59		
								CITY OF LAKE WALES-UTILITIES DEPT			1,130.19	009376
9/06/24	00466	8/28/24	49845	202409	310-51300-42501			09/24 LA TIMES NEWSLETTER	*	3,887.00		
								CUSTOMTRADEPRINTING.COM			3,887.00	009377
9/06/24	00133	9/04/24	25251	202409	300-15500-10100			RENEW POLICY FY2025	*	82,389.00		
								EGIS INSURANCE ADVISORS,LLC			82,389.00	009378
9/06/24	00504	8/26/24	105652	202408	320-57200-54500			SVCS-08/24	*	1,642.60		
								KINCAID ELECTRICAL SERVICES			1,642.60	009379
								LAKA LAKE ASHTON SHENNING				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/06/24	00512	9/01/24 2799540	202409 320-57200-41000	SVCS-09/24 KINGS III OF AMERICA, INC.	*	65.00	65.00 009380
9/06/24	00470	9/04/24 09042024	202409 320-57200-49400	COFFEE SHUFFLIN'S SQUARES	*	35.52	35.52 009381
9/06/24	00234	8/25/24 70019454	202408 320-57200-54500	SUPPLIES	*	154.55	
		8/25/24 70019454	202408 320-57200-51000	SUPPLIES STAPLES BUSINESS CREDIT	*	80.64	235.19 009382
9/06/24	00061	9/03/24 082024	202408 320-57200-43000	SVCS-08/24 TECO-ACH	*	20,356.87	20,356.87 009383
9/06/24	00780	8/26/24 56305009	202408 320-57200-54500	SUPPLIES	*	43.01	
		9/02/24 56305052	202409 320-57200-54500	SUPPLIES VESTIS	*	43.01	86.02 009384
9/06/24	00430	9/28/24 50309689	202409 310-51300-42502	COPIER LEASE WELLS FARGO VENDOR FINANCIAL SVCS	*	144.90	144.90 009385
9/06/24	00445	9/01/24 757663	202409 320-57200-46200	MAINT-09/24 YELLOWSTONE LANDSCAPE	*	15,738.00	15,738.00 009386
TOTAL FOR BANK A						203,653.88	
TOTAL FOR REGISTER						203,653.88	

AP300R  
 \*\*\* CHECK NOS. 000395-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
 LAKE ASHTON CDD - CPF  
 BANK B LAKE ASHTON - CPF

RUN 9/16/24

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CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/27/24	00121	8/08/24 13020240	202408 600-53800-68009 PROJECT #130-2024-0620	INTEGRA REALITY RESOURCES	*	1,700.00	1,700.00 000395
9/06/24	00121	8/26/24 130-2024	202408 600-53800-68009 PROJ# 130-2024-0620	INTEGRA REALITY RESOURCES	*	1,700.00	1,700.00 000396
TOTAL FOR BANK B						3,400.00	
TOTAL FOR REGISTER						3,400.00	

LAKA LAKE ASHTON SHENNING

**Lake Ashton CDD**  
**Special Assessment Receipts**  
**Fiscal Year Ending September 30, 2024**

Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	\$2,307,406.00	\$443,681.32	\$2,751,087.32
									.36300.10100 General Fund 84%	025.36300.10000 21A Debt Svc Fund 16%	Total 100%
11/10/23	10/13/23-10/14/23	\$ 25,356.96	\$ -	\$ 4,495.34	\$ 1,335.45	\$ 237.00	\$ 565.60	\$ 27,714.25	\$ 23,541.08	\$ 4,173.17	\$ 27,714.25
11/14/23	10/01/23-10/31/23	\$ 40,273.00	\$ -	\$ 6,569.73	\$ 1,610.94	\$ 262.78	\$ 899.38	\$ 44,069.63	\$ 37,888.82	\$ 6,180.81	\$ 44,069.63
11/17/23	11/01/23-11/05/23	\$ 52,118.00	\$ -	\$ 6,463.14	\$ 2,084.68	\$ 258.52	\$ 1,124.76	\$ 55,113.18	\$ 49,032.65	\$ 6,080.53	\$ 55,113.18
11/23/23	11/06/23-11/12/23	\$ 393,254.00	\$ -	\$ 61,103.80	\$ 15,730.19	\$ 2,444.14	\$ 8,723.67	\$ 427,459.80	\$ 369,973.33	\$ 57,486.47	\$ 427,459.80
12/08/23	11/13/23-11/22/23	\$ 488,625.67	\$ -	\$ 84,427.10	\$ 19,538.99	\$ 3,376.96	\$ 11,002.74	\$ 539,134.08	\$ 459,704.95	\$ 79,429.14	\$ 539,134.08
12/21/23	11/23/23-11/30/23	\$ 1,022,278.28	\$ -	\$ 222,378.75	\$ 40,860.26	\$ 8,882.11	\$ 23,898.29	\$ 1,171,016.37	\$ 961,789.66	\$ 209,226.71	\$ 1,171,016.37
12/28/23	12/01/23-12/15/23	\$ 87,075.16	\$ -	\$ 16,304.22	\$ 3,305.44	\$ 660.93	\$ 1,988.26	\$ 97,424.75	\$ 82,094.33	\$ 15,330.42	\$ 97,424.75
01/10/24	12/16/23-12/31/23	\$ 64,752.65	\$ -	\$ 12,376.11	\$ 2,013.67	\$ 388.69	\$ 1,494.53	\$ 73,231.87	\$ 61,484.20	\$ 11,747.67	\$ 73,231.87
01/16/24	INTEREST	\$ -	\$ 6,411.78	\$ -	\$ -	\$ -	\$ -	\$ 6,411.78	\$ 6,411.78	\$ -	\$ 6,411.78
02/09/24	01/01/24-01/31/24	\$ 55,107.29	\$ -	\$ 12,780.31	\$ 1,231.81	\$ 293.06	\$ 1,327.25	\$ 65,035.48	\$ 52,797.97	\$ 12,237.51	\$ 65,035.48
03/13/24	02/01/24-02/29/24	\$ 20,915.79	\$ -	\$ 3,063.28	\$ 213.24	\$ 38.30	\$ 474.55	\$ 23,252.98	\$ 20,288.50	\$ 2,964.48	\$ 23,252.98
04/10/24	03/01/24-03/31/24	\$ 35,896.63	\$ -	\$ 6,481.10	\$ 23.69	\$ 10.29	\$ 846.89	\$ 41,496.87	\$ 35,155.48	\$ 6,341.39	\$ 41,496.88
05/20/24	INTEREST	\$ -	\$ 295.16	\$ -	\$ -	\$ -	\$ -	\$ 295.16	\$ 295.16	\$ -	\$ 295.16
05/31/24	04/01/24-04/30/24	\$ 10,619.69	\$ -	\$ 1,807.03	\$ -	\$ -	\$ 248.53	\$ 12,178.19	\$ 10,407.30	\$ 1,770.89	\$ 12,178.19
06/21/24	05/01/24-05/31/24	\$ 9,760.28	\$ -	\$ 2,689.45	\$ -	\$ -	\$ 248.99	\$ 12,200.74	\$ 9,565.07	\$ 2,635.66	\$ 12,200.74
06/28/24	06/03/24-06/03/24	\$ 2,475.61	\$ -	\$ -	\$ -	\$ -	\$ 49.51	\$ 2,426.10	\$ 2,426.10	\$ -	\$ 2,426.10
07/25/24	INTEREST	\$ -	\$ 134.30	\$ -	\$ -	\$ -	\$ -	\$ 134.30	\$ 134.30	\$ -	\$ 134.30
08/06/24	PROPERTY APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,420.19	\$ (29,420.19)	\$ (25,124.82)	\$ (4,295.37)	\$ (29,420.19)
		\$ 2,308,509.01	\$ 6,841.24	\$ 440,939.36	\$ 87,948.36	\$ 16,852.78	\$ 82,313.14	\$ 2,569,175.33	\$ 2,157,865.86	\$ 411,309.48	\$ 2,569,175.34

Gross Percent Collecte	99.94%
Balance Due	\$1,638.95