

**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, December 15, 2025** 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
Debby Landgrebe	Assistant Secretary
Greg Ulrich	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jay Lazarovich	District Counsel, Latham Luna
Garrett Posten	District Engineer
Matt Fisher	Operations Manager
Christine Wells <i>by Zoom</i>	Community Director
Pete Wittman	Yellowstone Landscaping

The following is a summary of the discussions and actions taken at the December 15, 2025 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 recited the pledge of allegiance. Five Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle requested to move Mr. Posten's District Engineering report up after the public comment item.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Meeting Agenda, was approved 5-0 as amended.

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THIRD ORDER OF BUSINESS

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

Ms. VanSickle opened the public comment period.

Resident (Marianne Zak, 4031 Birkdale Drive) commented on ADA compliance. She explained that at the last meeting on November 17, 2025, the Board was asked to get pricing for an automatic door opener for the side entrance and exit to the ballroom. She noted it was pointed out to the Board that their disabled residents are entitled to the closest entrance from the disabled parking spaces. She stated they merit an automated door opener system while navigating with crutches, walkers and canes, etc. She pointed out that their disabled residents may be being discriminated against for being disabled. She added at the least, their handicapped needs are being ignored, whether intentionally or from ignorance. She also reminded the CDD Board that every Lake Ashton resident is of value. She noted they all pay CDD and HOA fees and they should be entitled to the very best Lake Ashton can provide. She suggested that for the well-being of their neighbors with disabilities, the Board should continue to advance the progress that has been made as presented at other meetings over the last several months. She thanked the Board for their consideration.

Resident (Iris Realmuto, Lot 1031) commented on Item 8D, confusion over CDD website. She noted she requested information and was denied, so she cannot speak to it at this time. She requested to be allowed to speak to it after the Board has their discussion and she has the information, then the Board can take action.

SIXTH ORDER OF BUSINESS**Engineering Report**

Mr. Posten presented the engineering report, which included pond bank assessment and Pond #18 flume. He explained that the pond bank assessment field work was completed last week, so the assessments have been made. Now, he stated, they are putting together all the data, compiling the report, and any recommendations for the Board moving forward that will be presented to the Board at the January meeting.

Supervisor Realmuto requested the report before the January meeting, if it is available, rather than wait for the agenda packet. Mr. Posten responded that if it is done before the meeting, he will send it to the Board. Supervisor Landgrebe requested that the report be done, not if, because it doesn't help them to get it last minute. Mr. Posten responded

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that all he can guarantee is the report will be done before the Board meeting. He added that is how their current schedule is set up.

Mr. Posten continued his presentation of his report stating Pond #18's flume work started today. He noted one additional item regarding an oil spill at 3065 Dunmore Drive, which is significant. He explained that the spill takes up almost the entire road for a solid 100 feet with a trail that runs down the road. He further explained that as far as what the Board can do about it is replace the asphalt in the main area where the larger portion of the spill is. He pointed out that there has been so much oil spill that it's probably already seeped in enough that it's not coming back out. He also explained that once the oil is in there, it can deteriorate the binder in the asphalt, which over time, is going to lead to raveling where the aggregate becomes loose and eventually it will need to be replaced. He added that there may be some benefit to trying to clean the line that goes down the road. He recommended the Board wait until they are doing another road and then do that repair as well. Discussion ensued on who possibly caused the spill. Ms. Wells stated she was provided pictures of a trailer and a phone number. She reached out to this person, but they denied this accusation and stated they blew a bearing on the trailer, which is why the trailer was left in the sales office. Mr. Lazarovich requested all evidence Ms. Wells has so he can put together a demand letter to send out on this matter. Supervisor Realmuto asked their legal department to do whatever they can to recover the potential costs or set the groundwork for recovering those costs and defer any discussion about the repairs until that's further along. Mr. Lazarovich responded that they will work with the engineer to get a cost estimate. Supervisor Ulrich asked if there was anything to clean the spill up a little bit other than leaving it that way. Mr. Posten responded that they could use a degreasing agent to keep it isolated, but for the most part, it's such a large area that replacement is going to be needed. He recommended doing this project in-house, if possible.

Mr. Fisher noted as far as staff taking a detergent out and addressing the minor areas, his only concern is the water source for rinsing because they don't have tanks. Supervisor Ulrich offered his house water as a water source for rinsing. It was also noted that there are companies to address matters like this and it may be better to have a vendor come out to address this issue. Supervisor Realmuto noted that repaving concerns him because previously time proved not to be an issue and washing was sufficient to address the issue. Mr. Posten responded that is an option, if that is the way the Board wants to go. He noted it will just be an aesthetic problem for now, and then they can address it if it becomes a

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pavement issue in the future. Mr. Fisher is going to work with Mr. Posten and is going to solicit a couple bids for washing the spill. Ms. VanSickle stated they will wait to do this in January. Mr. Posten concluded his report.

FOURTH ORDER OF BUSINESS**Discussion & Consideration of Proposals Received for District Security Services**

- A. Freeman Security Services**
- B. Nation Security**
- C. Vital Security and Investigations**

Ms. VanSickle opened Board discussion and consideration of proposals received for District security services. Supervisor Ulrich stated he doesn't think they can make a bad decision here, but he leans toward Nation Security. He noted that the difference in cost isn't significant between the three vendors. Supervisor Realmuto pointed out that Nation Security's quoted price is the lowest by at least a dollar an hour, which adds up. He stated he is leaning slightly toward Nation Security because of their response time guarantees and their staff feeling most comfortable working with Nation Security management. Supervisor VanSickle stated her concern with Nation Security is when she questioned their response time, she received a vague response. She noted she would tend to go with Vital Security and Investigations. Supervisor Landgrebe stated Nation Security was her number one pick because she thought their response time, their expertise and connections with law enforcement were important as well as their qualifications and training. Supervisor Costello stated according to what they are reading, there's not a bad choice. After discussion, the Board agreed to with Nation Security for District Security Services.

On MOTION by Mr. Ulrich, seconded by Mr. Costello, with all in favor, Accepting Proposal from Nation Security for District Security Services, was approved 5-0.

Supervisor Realmuto stated it is important to be clear that the contract locks in the bill rates, not the total amount. He added this will give the CDD the ability to control it, if needed. He explained that he wants to be sure the CDD is not being committed to a specific number of hours. Supervisor VanSickle stated they also need to direct staff to notify Securitas and take any steps they need. Mr. Lazarovich stated he would look for the Board direction to direct staff to handle any potential issues that might come up with Securitas. He explained that they

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may try to terminate the two other contracts because they have held the position that they're all intertwined. He noted they have gone back and forth with Securitas saying they are three separate contracts. He stated once they alert Securitas of Nation Security's agreement, they may try to terminate the other two, which could lead to a demand letter or further potential litigation, which staff would then look for Board direction to handle those issues. The Board stated they would want counsel to take the steps necessary.

- ***Item 8A, Discussion Regarding Performance of Securitas (requested by Supervisor Landgrebe), was moved up to this agenda item.***

Ms. Landgrebe stated Securitas needs to replace the whole system of the gate arm. Concerns of Securitas claiming the repairs to the gate arm aren't covered due to gate strikes were noted. Supervisor Realmuto stated the contract for the gate arm system included a maintenance agreement, which he maintains the gate strikes are part of a gate system. He stated the gate system should continue to work through the five-year contract. He also stated Securitas claiming it is not covered under the contract is ridiculous. He added that they need to be adamant that this gate arm is included in the maintenance agreement and ensure that this is covered. He also pointed out that if there's a better system next time, they should reevaluate that when it comes time to replace it. He also stated Securitas needs to live up to and perform what they're obligated to under the contract. Ms. Wells informed Mr. Lazarovich that they have not received the signed extension from Securitas.

FIFTH ORDER OF BUSINESS

Consideration of Minutes from the November 17, 2025 Board of Supervisors Meeting

Ms. Burns presented the minutes from the November 17, 2025 Board of Supervisors meeting and asked for any comments, corrections, or change. Minor changes were noted and will be sent to be incorporated in the final version.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Minutes from the November 17, 2025 Board of Supervisors Meeting, were approved as amended 5-0.

SEVENTH ORDER OF BUSINESS

Old Business

- A. ***Discussion Regarding Joint Amenity Facilities Policies (requested by Supervisor Ulrich)***

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Supervisor Ulrich reviewed the three items that changed on page three. One item is the renters policy. Ms. Wells stated currently their adopted policy is 90 days for renters and there is no closing loophole in the current policy. Supervisor Realmuto stated no change means 90 days and all they are trying to do is close the loophole. It was noted that if they leave the policy at 90 days and the HOA allows a 30 day lease, that person cannot use the amenities. After discussion, Supervisor Ulrich recommended this policy on page three remains as it was written. The Board discussed that they should not have to change their policy.

Supervisor Ulrich presented the next policy change, which was under guest. He stated guest passes will not be available to people leasing houses. Ms. Wells noted they added it and then removed it when they changed it back. The Board requested to add this back in. Ms. Wells explained that change will have to go back to Lake Ashton II because they voted on it.

Supervisor Ulrich presented the last proposed policy change. He noted the golf club verbiage would be changed back to what it was originally. Supervisor Realmuto explained that the last revision was somewhat of a compromise. He noted, given the fact that the golf club is a separate business and not a CDD amenity that's included in the rest of the CDD fees, this shouldn't be there at all. He added that he made the argument that they should simply eliminate that, which he didn't think would fly. So, he presented what he thought was a reasonable compromise to simply state and reiterate that the golf club along with the restaurants are separate independent businesses. He pointed out that he doesn't think this is the place to detail the rules and regulations of the golf club. He noted that at the last joint meeting, everyone seemed to agree, but since then things seemed to have changed. He stated he isn't willing to compromise to not make any changes. Mr. Lazarovich explained that if it's not one of the joint amenity policies between the two CDDs, it wouldn't need to fall under this agreement. Supervisor Ulrich stated this is about changing the verbiage in the policy and both CDDs have to agree to change that verbiage. With that, he added, Lake Ashton II is not agreeing to change the verbiage, so it needs to remain the same. Supervisor VanSickle and Supervisor Realmuto asked for a statement be reiterated clearly that the golf course is not an amenity. After discussion, the Board agreed to sliding section nine golf club to under section XI.

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B. Consideration of Quotes for Installation of Automatic Door Opener on the West Entrance to the Ballroom

Ms. VanSickle presented this item to the Board. Mr. Fisher stated staff solicited a few more quotes. He presented the quotes for installation of automatic door opener on the west entrance to the ballroom. After discussion regarding the presented quotes, the Board noted this item has become more complicated than they may be able to deal with. The Board also discussed finding other solutions to helping their residents. Mr. Lazarovich commented that the Board has gone through the process of working with the engineer and staff to review what is actually required. He added that under the professional opinion of the engineer, they have been complying. He noted they took care of some issues in the parking lot, and there is access through the main door. He made it clear that they have taken the appropriate steps to make sure there's ADA compliance in the District, and anything to the opposite is an opinion of the interpretation of the statute. Supervisor Ulrich stated he would like to see this happen. He also stated even though it's not ADA compliant, it may help half a dozen people get into the place. Supervisor Costello responded that if it isn't going to be ADA compliant, he can't see why they would go with it because eventually someone is going to make a complaint about it. He suggested if they are going to do it, they should do it properly and do it along the lines that ADA requires. Supervisor VanSickle agreed with Supervisor Ulrich that if they can help half a dozen people, it makes it worthwhile. Supervisor Ulrich stated he would at least like to find out what it's going to cost to move the sensor to the post. It was noted that Mr. Fisher asked Securitas, and they have not responded. After discussion, the Board agreed to table this item until they receive a quote from Securitas.

EIGHTH ORDER OF BUSINESS

New Business

A. Discussion Regarding Performance of Securitas (*requested by Supervisor Landgrebe*)

**This item was discussed in the Fourth Order of Business.*

B. Consideration of Proposals for Updated Reserve Study (*requested by Supervisor Landgrebe*)

- I. Capital Reserve Advisors
- II. Reserve Advisors

Ms. VanSickle presented proposals for updated reserve study. Capital Reserve Advisors proposal total is \$2,950 and Reserve Advisors proposal total is \$8,600. Ms. Wells stated she provided both companies with a copy of their current reserve study so they could

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see the level of detail that the Board and staff want. She also had phone calls with each of them and spoke to them about their desire to put everything that the engineer is giving them from their reports for pavement management, pond erosion, and incorporate those numbers into the reserve study that they do. She explained that both companies are aware of the level of detail they want and some of the other things that they discussed as far as planning tools.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Proposal from Capital Reserve Advisors for Updated Reserve Study Totaling \$2,950, was approved 5-0.

C. Discussion Regarding February Meeting Date (*requested by Supervisor Landgrebe*)

Ms. Landgrebe requested to move the February meeting date. After discussion, the Board decided to move the February meeting to February 23, 2026, and delegating authority to the Chair to have discussions with Lake Ashton II about moving the joint meeting to either February 23, 2026 or March 19, 2026.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, Moving the Lake Ashton Board Meeting from February 16, 2026 to February 23, 2026 and Delegating Authority to the Chair to have Discussions with Lake Ashton II about Moving the Joint Meeting to either February 23, 2026 or March 19, 2026, was approved 5-0.

Ms. Burns noted if they decide to go with March 19, 2026 for the joint meeting date, she will not be able to be there.

D. Discussion Regarding Confusion Over CDD Website (*requested by Supervisor VanSickle*)

Ms. VanSickle presented this item to the Board for discussion. It was noted that there was confusion between the official CDD website and a private resident website. Also noted was that the promotion of a private website on CDD media has raised the following concerns: it misleads residents into believing that the private website is an official website or endorsed by the CDD, there is a possibility of misrepresentation of authority, a private website may appear or look like or speak on behalf of the CDD without the legal authority, it exposes the CDD to potential liability related to public records compliance as the private website does not

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subject to Florida public records laws (Specifically, the private website has a “*Contact Us*” feature, which creates the appearance that the website is an official channel for CDD communications.), it raises ADA accessibility concerns as private website is not required to meet government accessible standards, it creates inequity by directing residents to a fee based platform to access information related to publicly funded CDD activities, it risks inconsistent or inaccurate dissemination of information outside of official CDD control, and the CDD cannot control or audit how information is handled, modified or archived on a private site. The recommendation is to avoid confusion and be consistent with CDD 2 to direct staff to send a demand letter to remove the “*Contact Us*” button and remove private website advertising from CDD media. Mr. Lazarovich pointed out that if any vote or action were to come before the Board, there appears to be a conflict of interest that would require abstention from the vote and noting the conflict on the record and then filling out a form.

It was explained that the reason for the conflict of interest is Supervisor Realmuto’s spouse as well as his position as an officer of the corporation being discussed. Supervisor Realmuto explained that the conflict of interest is not due to any potential financial or personal gain since it is a nonprofit. By law, he further explained, any funds accrued to a nonprofit need to be spent to the nonprofit’s benefit and cannot accrue to an individual. He stated in this particular nonprofit, all the work performed is done entirely by volunteers. He pointed out that any fees being charged, which is a recent change, are being charged only because the IRS required it to maintain that status as a club and it does file tax returns that show where the funds come from and where they go to.

Mr. Lazarovich stated all of this stemmed from confusion. He explained that they were getting emails that some people thought the CDD was now charging for access to certain information. He noted they did confer with a trademark attorney at their firm. This attorney ran through the site, and she said that it does rise to actual confusion. The trademark attorney stated she could see how there are claims that rose to the issue of trademark infringement. The trademark attorney noted there are issues that should be addressed for the CDD’s liability. Mr. Lazarovich stated people are confused and they have a responsibility to correct that confusion.

The Board invited the resident Iris Realmuto up to speak on this matter. Iris Realmuto made a couple of distinctions as far as being in the media, the L.A. Times and using the “*Contact Us*” on the website. She noted it is not the website, it is Lake Ashton Living, Inc., which is a social club, 501(c)(7). She explained that the Lake Ashton Living website has been

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around for 10 years. She pointed out that the disclaimers have been on the website, and they can be made more official.

Mr. Lazarovich also pointed out that the trademark attorney found it is registered as a Florida not for profit corporation and the principal address, mailing address and registered agent address are all the clubhouse's address. He explained that this was another issue because the CDD clubhouse can't be serving as a registered address for a club or a corporation because it's government property. He added that it would need to be an office or a home address. He stated the best course of action would be to send a demand letter to Lake Ashton Living, Inc. listing out the issues with the website, at least as it's accessible to the public, to remove any association or appearance of endorsement by the CDD itself. He also noted the disclaimer on the website is insufficient, according to their trademark attorney. Another issue he noted is the "*Contact Us*" because it gives the appearance that someone is communicating directly to the CDD. He questioned if this was being monitored and kept in compliance with public records. He clarified that the intent of the demand letter is not to remove the website, but it is to remove any possible confusion or conflation between the Lake Ashton Living, Inc. itself and the Lake Ashton CDD.

**Supervisor Realmuto abstained from voting.*

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with Ms. VanSickle, Mr. Costello, Mr. Ulrich, and Ms. Landgrebe in favor and Mr. Realmuto abstaining, Directing Staff to Send a Demand Letter to Lake Ashton Living, Inc. to Remove Any Confusion or Conflation Between Lake Ashton Living, Inc. and Lake Ashton CDD, Specifically the "*Contact Us*" Button, was approved 4-0.

Supervisor Realmuto noted concern about removing advertising from CDD media because it treats this club, group or organization that has been duly recognized under their joint amenity policy differently than they are treating similarly situated clubs. He noted the motion does not address the confusion issue. He noted if they are going to do it for this organization, he will look for them to do it equally for other organizations. He noted there is a disclaimer in each of the forms of media, so that's not an issue.

There was discussion on a second motion for removing website advertising from CDD media. Supervisor Landgrebe requested to table this until they get a clearer understanding from legal due to the threats from Supervisor Realmuto that all groups or clubs should be

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impacted equally. After discussion, Mr. Lazarovich recommended they start with the demand letter, put them on notice, have them remove those items from the website, and that should remove the confusion.

Supervisor Realmuto stated Lake Ashton Living, Inc. has been in existence for 10 years. His opinion was that people don't like having to pay for what was previously provided free, which he noted is the real complaint and it's not really about confusion. He added that he thinks the confusion argument, while there are valid aspects of it, and it can be worked out, is that people are concerned about not being able to access it after the 31st. He noted with regard to removing the website from District media, he doesn't understand why this would be treated differently. He pointed out that if the Board makes the decision to remove it from District media, it will be passing those costs on to residents. He explained that sending out emails to large groups is not an inexpensive proposition and basically can't be done privately. He noted that it will block if too many emails are sent. He stated there is a cost that might amount to several thousand dollars a year that the organization would have to spend and perhaps drive up fees even further. He noted he wants the Board to be aware that if they don't allow sending out email blasts on behalf of this club group and organization as they do for other clubs and organizations, he suspects they'll have to sign up for a similar type of constant contact account, which will cost the nonprofit several thousand dollars a year and eventually cause fees to have to go up even further because the CDD will not send out the email blast with a disclaimer. He stated the club has been very fortunate through the years with generous donations to keep it going, but unfortunately everything costs money and it has to be supported somehow. Supervisor VanSickle stated the website is excellent, but it's inundating the media requiring money, which is causing confusion. She pointed out other groups there are not sending out constant reminders to pay their dues, but rather it's more about club activities, which she noted is the big difference. Supervisor Ulrich stated he thinks it is a very worthwhile website. He added that as long as it meets the requirements of a club and it has a disclaimer in there that it's not sponsored by the CDD, he doesn't see an issue why they can't keep it in the media.

After discussion, the Board decided to direct staff and the Chair to handle the media issue.

E. Consideration of 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser (*requested by Supervisor VanSickle*)

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Ms. VanSickle presented this item to the Board for consideration. She noted this is done every year.

On MOTION by Mr. Costello, seconded by Mr. Ulrich, with all in favor, the 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved 5-0.

NINTH ORDER OF BUSINESS**Monthly Reports****A. Attorney**

Mr. Lazarovich provided an update on the encroachments. First he discussed the Blackmoor encroachment stating the fees incurred to date and the future estimates from engineer and legal have been sent to the homeowner with the draft agreement for their review. He pointed out that there was language in there saying this is subject to change, this is subject to receipt of payment. He noted they haven't heard back yet. He explained that they are working through a few open issues and getting a revised proposal for the amount of the repair. He stated on the other encroachment, there was a variance for Dunmore and those fees have also been sent out. He stated he wants to get Board direction. He explained that there was discussion that a neighboring property had previously had a similar encroachment. He believes that best practice will be to use that longer form of agreement for all future consents to encroach that way everyone is being treated equally no matter what the encroachment style is. He added they have that agreement that says it runs with the land that they're responsible to remove if they are ever put on notice from a Water Management District or other governmental entity. It also noted that it basically puts a lot of protections in place for the CDD. Should there ever be removal, they remove it at their cost, or the CDD removes it at their cost. He clarified that it's just approval to use that form when the Board tells them. He explained that for Dunmore, there wasn't clear direction on the form of that, but because they had already moved forward on Blackmoor, he wanted to get more direction if and when they pay that fee. He stated they want to make sure they have the protections in place, and they are treating all homeowners equally.

Mr. Lazarovich provided an update on the notice letter that went to the HOA. He stated they did hear back from their attorney, and they are doing some additional review. He noted he reiterated that they definitely want to work together with it with the CDD and the HOA. Mr. Lazarovich stated there was some shock in receiving that letter. He noted they have conferred

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with another real property partner at their firm and are working on a response to it. He will keep the Board and staff posted on this matter.

Mr. Lazarovich's last item on his attorney report is a reminder on the ethics training. He stated they are required to have that done by December 31st.

Supervisor Realmuto discussed a couple of issues. He stated as Supervisors, some of them received messages from other Supervisors requesting donations to staff lunch and other events. In particular, a potluck dinner where CDD Supervisors would attend with their spouses and provide lunch for staff. He noted his regrets that he wasn't able to participate or attend. He stated he did ask, and they've asked in the past, the attorney's opinion on these communications. He added that he understands the attorney has told them that Supervisors giving gifts from their private funds and gifts is perfectly acceptable, which he understands. But, he stated, he has a potential issue with the communications among Supervisors falling outside of the Sunshine Law and records requirement. He pointed out that he made contact with the attorney to get an opinion about that. He noted he knows the gifts themselves are not an issue, but all five of the Supervisors getting together to give the gift, could certainly start gossip even if no CDD business is discussed. It was suggested for Ms. Burns to handle the email communications, if there are to be any more. He also stated, more recently, he raised the concern about the contributions being requested for another holiday dinner of \$40 per Supervisor on top of \$30 earlier in the year, noting that this was in addition to doing a luncheon for staff and their spouses with all Supervisors in attendance. He explained that he asked the attorneys to review the entire email thread because he noted that they had not only not been asked to send it out or coordinate it, but they had been omitted from the distribution list. He further explained that as far as he knows, neither the attorney nor their District manager were even aware of these email communications. He added that if they review that entire thread, they'll see that there are some communications that clearly border on violations of the Sunshine Law. He suggested they establish policies around gifts or at least reporting requirements so that all of this is happening transparently. He added even if in compliance with the Sunshine Law, it would be so there's no appearance of impropriety. He welcomed feedback or any comments from the attorney. He clarified that he was talking about Supervisor reporting requirements for making reporting gifts to contractors. Mr. Lazarovich reiterated that their position for best practices, when it comes to the luncheon events, is to say advertise it as a workshop or a meeting to remove any appearance of Sunshine. Supervisor Landgrebe stated there is a fine line being put out there indicating that some of

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the Board members may be threading a fine line or committing improprieties, which is not true. She stated their Board, as far as she is aware, don't talk about Lake Ashton business outside of these meetings. It was clarified that no business was discussed.

B. Lake Ashton Community Director

Ms. Wells reviewed the Community Director Report which was included in the agenda package for Board review. She discussed a few items under safety and security. One of the items is the gate at the entrance. She noted they were quoted approximately \$875 to trade the operator on the resident entrance with the one on the exit side and also \$8,880.18 to replace the gate operator. She explained that Securitas is taking the stance that it's been hit by a car, which effectively voids the warranty. She further explained that they did get the pulley system and belt replaced, which was around \$675, so the gate operator is currently working. But, she added, they're recommending moving it over to the exit side to extend the life of it. She requested Supervisor direction on if they want to move forward with \$875 move or fight for the warranty exchange or replace the operator. The Board of Supervisors responded to fight for the warranty exchange and have their lawyer review what's necessary to back that up with legal action for the amount they've already paid that should have been covered. Ms. Wells responded that she would send Mr. Lazarovich the communication she's had regarding that. She also noted that she is in communication with them as well about ensuring that they're getting their preventative maintenance visits that were supposed to be included with their maintenance plan, which she does not have record of them coming at all so far. She has reached out asking for that information as well.

Ms. Wells stated they are still working with Florida Public Utility to get the pricing squared away. She noted they got 90% of it done and they are just missing two months that they need to get credits on. She explained that once that's done, they should be able to pay that bill and get caught back up. She noted she has processed some invoices for October and November because that pricing seems to be correct. She also stated they received the rebates, and they are waiting for the check to actually come through. It has been approved for the conversion to the natural gas. She pointed out the kitchen equipment was originally \$18,943, which was the not to exceed amount. She also pointed out that their rebates were supposed to be \$4,000, which would have brought that to \$14,943, but they received \$7,410 in rebates.

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Ms. Wells reviewed the next item on her report, which is the flooring in the ballroom is set to be installed the week of January 5, 2026. She noted they reached out to Bingo to let them know that they would not be able to meet that day. They are also reaching out to all the groups to get them moved for that week. She pointed out that it should take about a week to install. She stated she updated the project list. She concluded her review of the community director report.

Supervisor Realmuto noted his appreciation for Ms. Wells on applying for and getting the rebates for the gas conversions, which saved the CDD a lot of money.

Supervisor Ulrich asked in regard to the restaurant if they know or have record of them being in compliance with all the safety and health stuff that they need to do in compliance with their lease. Ms. Wells responded that they did pay their rent for November and December. She noted she has reached out about getting the grease traps pumped because she believes they need to be pumped again. She is still waiting on that item. To her knowledge, they have gotten the fire extinguishers done and the hood system cleaned. She pointed out that the last grease trap pumping was in July, so they are about ready to get that done again. She stated any other maintenance concerns, she brought up to Supervisors individually. Supervisor VanSickle pointed out that, according to the contract, if they are going to renew, they are supposed to give some notification. Ms. Wells responded that they have not received a notification yet, but she did send an email to Nick two weeks ago reminding they have the stipulation in the lease that if he does want to renew, he has to provide the Board with 180 day notice. She has not received anything yet. Supervisor VanSickle noted the cleanliness issues. Mr. Lazarovich responded that he needs to refresh his recollection on the lease terms, but he doesn't believe they can get into certain operational issues. He recommended a demand letter to be more appropriate. He will take another look at this matter. Supervisor Realmuto suggested that they should be including a reminder of the 180 days' notice of an intent to renew with each invoice for the monthly lease amount to keep them aware and to have it in writing. Ms. Wells responded that she would have Sheila add a statement to the email with the invoice each month, just to reiterate that until they receive it.

C. Operations Manager

Mr. Fisher presented the Operations Manager's Report, which is included in the agenda package for review.

December 15, 2025

Lake Ashton CDD

I. Landscaping Update**a) Presentation of Monthly Landscaping Checklist and Report**

The checklist/report is in the agenda package for review. Mr. Wittman provided an update on landscaping. He stated the new plants and sod have been installed along the exit side of Lake Ashton Boulevard up to Gullane Drive. He also stated sod has been replaced on the north side of the tennis court. Also included in his update was all the mulch was installed. He pointed out that a car ran through the flowers at the front entrance, and some needed to be replaced. They will be working on this. He discussed trimming and weed control prior to the mulch going down. He noted they have done the irrigation inspection for the month, but just need to get that proposal to map for any repairs they found. He concluded his landscape update.

II. Aquatics Update

Mr. Fisher stated on aquatic management, everything is in, and all the paperwork is done. He noted they restarted treatments December 11, 2025, and they will have their report in the next agenda. He noted he looks forward to working with SOLitude on their ponds and wetlands.

III. Presentation of RFP for Bridge Board Maintenance & Quote from Bevis Construction, Inc.

Mr. Fisher noted the bridge board replacement project is completed. He presented quotes to the Board for consideration. After discussion, the Board agreed on Bevis Construction, Inc.'s presented quote.

On MOTION by Mr. Ulrich, seconded by Mr. Costello, with all in favor, the Quote from Bevis Construction, Inc., was approved 5-0.

Ms. Landgrebe asked about the front door not closing. Mr. Fisher responded that he would work on that this week. He explained that he was informed that it was a structural issue, which leads into looking into replacing the front entry doors on the south and north side. Mr. Ulrich asked about fiberglass doors rather than wood doors. Mr. Fisher explained that he reached out to Window World and it kind of fizzled out, but he will make more traction on that. Mr. Fisher concluded his operations manager report.

December 15, 2025

Lake Ashton CDD

D. District Manager's Report

Ms. Burns had nothing specific to report but offered to take any questions.

TENTH ORDER OF BUSINESS

Financial Reports

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

Ms. VanSickle presented the financial reports.

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

ELEVENTH ORDER OF BUSINESS

Public Comments

Resident (Iris Realmuto, Lot 1031) asked for clarification on what can be published in the L.A. Times.

Resident (Marianne Zak, 4031 Birkdale Drive) commented that Supervisor Realmuto wants to be above reproach as a Board member. She stated she wants to remind Supervisor Realmuto that his wife was installed as the head of the focus group which was appointed by the Board, and it was mentioned by Ms. Zak at the second focus group that this is a conflict of interest. She also thanked the Board for working on the important issue regarding the door. She commented on an automatic door system stating the price of this door opener and moving of the scanner will turn out cheaper than a lawsuit by a disabled resident who is injured and discriminated against. She stated that the Board has a fiduciary duty to consider all of the residents. She thanked everyone and wished them a Merry Christmas.

Ms. VanSickle clarified that the Board did not appoint anyone to the Focus 2030. She explained that it is not a CDD, sponsored or endorsed.

Resident (Frank Kennedy, 3065 Dunmore Drive) commented on the oil spill in front of his home. He stated he is available if anyone needs to discuss anything regarding that matter. He noted in his opinion, if an outside vendor caused this damage, then they should be banned from coming back there in the future. He wished everyone a Merry Christmas.

December 15, 2025

Lake Ashton CDD

TWELFTH ORDER OF BUSINESS

Supervisor Requests/Supervisor Open Discussion

Supervisor VanSickle commented that Supervisor Realmuto brought up a good idea to do "In memory" trees, benches, swings, or other ideas previously. She stated she would like to see the Board and staff work on coming up with a plan where if a resident wants to do an "In memory" of someone, they will have a plan of how they can implement that nicely for the good of all residents. Supervisor Realmuto noted they should also consider making a plan that will scale, or, in other words, it should be something that remains equal for future residents.

THIRTEENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Jill Burns

Secretary / Assistant Secretary

Signed by:

Branch VanSickle

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Chairman / Vice Chairman