

*Lake Ashton
Community Development District*

Meeting Agenda

October 19, 2026

AGENDA

Lake Ashton

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

October 12, 2026

Board of Supervisors Meeting Lake Ashton Community Development District

Dear Board Members:

The next regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held **Monday, October 19, 2026 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 may make a public comment in-person or via Zoom. All public comments should be limited to 3 minutes. Residents may submit feedback or questions in advance of the Board meeting by email to jburns@gmscfl.com. Those comments received will be distributed to the Board of Supervisors but not read aloud at the meeting during the Public Comment portion.

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 (*All public comments are limited to three (3) minutes each*)
4. Consideration of Minutes from the August 17, 2026 Board of Supervisors Meeting (*tabled from September 21, 2026 Board Meeting*) and the September 21, 2026 Board of Supervisors Meeting
5. Staff Reports
 - A. Engineer
 - B. Attorney
 - C. Field Manager
 - I. Aquatics Maintenance Report
 - II. Bridge Board Maintenance Report
 - D. Lake Ashton Community Director
 - I. Consideration of Surge Protection Quotes for Clubhouse Cameras & Access Card Readers
 - a) All Systems Go

- b) Kincaid Electrical Services
 - E. District Manager
 - I. **REMINDER** - Next Board Meeting is **Monday, November 23, 2026**
- 6. Financial Reports
 - 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
- 7. Old Business
 - A. Consideration of Resolution 2027-01 Adopting a Joint Meeting Schedule for Fiscal Year 2026/2027
 - B. Presentation/Discussion of Revised Reserve Study (*to be provided under separate cover*)
- 8. New Business
 - A. Public Hearings
 - I. Public Hearing on the Adoption of Amended and Restated District Rules of Procedure (Chapter 1)
 - a) Consideration of Resolution 2027-02 Adopting Amended and Restated District Rules of Procedure (Chapter 1)
 - II. Public Hearing on the Adoption of Amended Rental Fee Rates (Chapter III)
 - a) Consideration of Resolution 2027-03 Adopting Amended Rental Fee Rates (Chapter III)
 - III. Public Hearing on the Adoption of an Encroachment Policy
 - a) Consideration of Resolution 2027-04 Adopting an Encroachment Policy
 - B. Discussion Regarding Engineer Review of Wall on Thompson Nursery Road (*requested by Supervisor Landgrebe*)
 - C. Discussion Regarding the Use of the Gym Office Space (*requested by Supervisor Ulrich*)
 - D. Update Regarding On-Site Staffing Changes and Discussion Regarding 3rd Maintenance Position
 - I. Presentation of Proposals for Pool Maintenance Services
 - a) Increase Request from Poolsure
 - b) Central Florida Pool and Spa (*Proposal Shows Two Options - **Option 1** – Chemicals NOT Included & **Option 2** – Chemicals INCLUDED*)
 - c) Heartland Pools
 - i. Proposal with Chemicals NOT Included
 - ii. Proposal with Chemicals INCLUDED
 - d) Proposals for Installation of Water Chemistry Controller
 - i. Central Florida Pool and Spa
 - ii. Heartland Pools
 - iii. Comparison of Proposal Information
 - II. Presentation of Proposals for Janitorial Maintenance Services
 - a) Clean Star Services (CSS)
 - b) Orchid Cleaning Services
 - c) Comparison of Proposal Information
- 9. Public Comments (*Time Permitting*)
- 10. Supervisor Requests/Supervisor Open Discussion
- 11. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on **Monday, August 17, 2026** at 9:01 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL.

Present and constituting a quorum were:

Brenda VanSickle
Mike Costello
Steve Realmuto
Debby Landgrebe
Greg Ulrich

Chairperson
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Garrett Posten
Matt Fisher
Denise Plavetzky *by Zoom*

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Rayl Engineering
Field Manager
Community Director

The following is a summary of the discussions and actions taken at the August 17, 2026 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 9:01 a.m., called roll, and recited the pledge of allegiance. All five Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle requested approval of the meeting agenda.

On MOTION by Mr. Realmuto seconded by Ms. Landgrebe, with all in favor, the Meeting Agenda, was approved 5-0.
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THIRD ORDER OF BUSINESS

**Public Comments on Specific Items
on the Agenda (*All Public Comments
are limited to three (3) minutes each*)**

Ms. VanSickle opened the public comment period.

Resident (Marianne Zak) addressed the Board regarding the need for Precision to install the automatic door opener to improve accessibility for disabled residents and visitors attending community events. She noted concerns about individuals potentially falling while navigating the area during inclement weather, and emphasized the potential liability and fines associated with non-compliance. Ms. Zak thanked the Board for their continued efforts to address the matter.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes from the
July 20, 2026 Board of Supervisors
Meeting**

Ms. VanSickle presented the minutes from the July 20, 2026 Board of Supervisors meeting. The Board provided minor comments to be incorporated into the signed version. During discussion, Supervisor Landgrebe requested removal of a supervisor-provided handout attached to the minutes, noting that Board members' supporting materials are generally not incorporated into the official minutes and that the document contained only partial information. Supervisor Realmuto opposed the request, stating that the handout provided additional information regarding assessment options that had been discussed but was not included in the original agenda packet, and that including it promoted transparency. District Counsel explained that Florida law requires summary minutes and does not require supporting documents to be incorporated into the minutes, although such documents remain public records. The Board discussed whether the handout should remain with the July minutes and whether additional materials could be included. It was noted that documents not discussed at the July meeting would not be appropriate for inclusion in the July minutes but could potentially be included with the August minutes if discussed at that meeting.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Minutes from the July 20, 2026 Board of Supervisors Meeting, were approved as amended 5-0.
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FIFTH ORDER OF BUSINESS**Staff Reports****A. Engineer****I. Presentation of Encroachment Report**

Mr. Posten reported that final inspections of the Turnberry area (Phase 3) had been completed. Of the 38 pipes inspected, eight had previously been repaired during the Turnberry repaving project, leaving 30 pipes requiring evaluation. While most defects were minor, five pipes were identified as having significant structural defects requiring repair, with two additional pipes approaching the threshold for repair. Mr. Posten will obtain itemized quotes for the five critical repairs and separate quotes for the two additional pipes, as well as costs for Waterford paving and storm sewer repairs, for consideration at the next meeting. Mr. Posten also reported on needed repairs to the Marina bridges and advised that he is working with contractors on a proposed concrete replacement solution. He expects to present options to the Board at the next meeting.

Regarding encroachments, Mr. Posten stated that based on the photographs homeowners appeared to have removed encroachments from CDD property. However, several properties continued to show mowing beyond wetland markers. District Counsel explained that prior cease-and-desist letters had been issued and recommended sending additional cease-and-desist letters regarding the continued mowing in conservation areas to establish a record of compliance and protect the District should the water management District impose fines or penalties. Ms. Hancock stated that the second letter would be issued on District Counsel's letterhead rather than the District Manager's and would include the firm's standard provision that any fines or penalties imposed on the District by a governmental agency may be passed through to the homeowner. Mr. Ulrich stated that the pass-through provision addressed his concern. The Board approved a motion to send the secondary cease-and-desist letters.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle, with all in favor, Directing Staff to Send Second Cease-and-Desist Letters, was approved 5-0.

B. Attorney

I. Consideration of Resolution 2026-08 Setting a Public Hearing on the Adoption of Encroachment Policies (Suggested Date: October 19, 2026)

Ms. Hancock presented a draft encroachment policy establishing an application process for homeowners seeking to place improvements on District property. The Board discussed the proposed application fee range and the need for fees to cover administrative, engineering, legal, and recording costs, with Ms. Hancock explaining that Florida law requires a specific fee range to be established through a public hearing. The Board expressed support for increasing the maximum encroachment fee to \$5,000. It was also clarified that fences and perimeter walls are prohibited under HOA requirements and would be removed from the policy. The Board further discussed establishing a rental rate range for the vacant restaurant space, including consideration of whether the kitchen would be included and how rates could vary based on the type, duration, and timing of rentals. Mr. Realmuto expressed concern regarding staff discretion to set individual rental rates within a range as broad as \$0 to \$10,000 and referenced Lake Ashton CDD II's practice of adopting golf membership rates as a range with the Board approving the actual fees. Ms. Hancock stated that only the range is required for the public hearing and that staff and counsel would develop a proposed rate structure and related guidelines. The Board approved proceeding with the required public hearing and advertising of the proposed fee schedule, including an encroachment fee range of \$0 to \$5,000 and a restaurant rental fee range of \$0 to \$10,000, with the hearing to be held at the October 19, 2026, meeting.

On MOTION by Mr. Ulrich, seconded by Ms. Landgrebe, with all in favor, Resolution 2026-08 Setting a Public Hearing on the Adoption of Encroachment Policies and the Restaurant Fee, was approved as amended 5-0.
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C. Field Manager

I. Aquatics Maintenance

a) Presentation of Monthly Aquatics Site Visit Review

Mr. Fisher reported that Solitude Aquatic Maintenance had completed the wetland treatments and returned to address additional areas of concern. The grass along the outskirts of the wetlands appeared to be dead following treatment. Mr. Fisher will conduct

another thorough review the following week and provide an update, including photographs of pond conditions, at the next Board meeting.

II. Items Regarding District Landscaping

a) Landscape Plantings Photo Renderings

Mr. Fisher also reported that the littoral plantings were not looking satisfactory. After reviewing the site and contacting Alan, the District Manager for Solitude, arrangements were being made to have the area replanted. Mr. Fisher will follow up with Solitude regarding the anticipated replanting date. The Board then discussed proposed plantings for the boulevard medians. The options included dwarf oleander, dwarf firebush, and loropetalum. The plants were selected for their cold hardiness, and oleander was not recommended due to its susceptibility to caterpillar infestation. The proposed plan was to alternate loropetalum and dwarf firebush by median, with each plant variety installed on both sides of the medians. The proposal included approximately 550 plants, spaced three feet apart, at a total cost of \$7,425.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Proposal for 550 Plants, was approved 5-0.

Mr. Ulrich noted that the proposal represented an estimated savings of nearly \$11,000 compared to the quote received from Yellowstone, the District's regular landscape maintenance company.

b) Proposals & Pricing for Plantings

- i. American Heritage Nursery**
- ii. Yellowstone**

Mr. Fisher reported that proposals had been requested from Yellowstone and American Heritage for relocating the existing rock at the front entrance and installing mulch. American Heritage submitted a proposal totaling \$2,500, while Yellowstone's proposal was approximately four times higher. The Board discussed relocating the existing rock around the oak tree and gate arms, with any remaining rock potentially being used around other landscaped areas and installing mulch in the remaining areas. Concerns were raised regarding mulch previously washing into the roadway during rain.

Staff will work with the landscaping vendor to lower the soil along the curb as needed and monitor the area; installation of a garden border may also be considered if necessary. The Board approved the \$2,500 proposal from American Heritage.

On MOTION by Ms. Landgrebe, seconded by Mr. Ulrich, with all in favor, the Proposal from American Heritage for \$2,500, was approved 5-0.

c) Landscape Planting Cost Comparison

d) Proposal from American Heritage Nursery for River Rock Relocation and Mulching at Entry (Both Sides) Off Thompson Nursery Road

Mr. Ulrich asked about the reported clubhouse roof leak and noted that the vendor referred by staff, Jurin Roofing, has historically been costly for the District. Mr. Fisher stated that the vendor is effective at diagnosing commercial roofing issues and providing a photographic report, and that his practice is to obtain additional bids based on that report before authorizing any repair.

D. Lake Ashton Community Director

Ms. Plavetzky reported that the previously approved agreement with 4105 Limerick for the installation of riprap had been completed. She also provided an update on the reserve study, noting that she had been in contact with Capital Reserve Advisors regarding Draft 10 and was working with the consultant to incorporate revisions requested by the Board. The Board reiterated its requests for additional missing items, including the clubhouse sound system, as well as an explanation of the meaning and methodology of “100% funding.” Ms. Plavetzky stated that she would continue working with the consultant and provide the requested information to the Supervisors prior to the next meeting for possible approval of the final reserve study.

Ms. Plavetzky also reported that ASG was working with Precision regarding the previously approved upgrade to the clubhouse door, which will allow access by scanning a card. An update regarding scheduling was expected during the week. She noted that two candidate forums were currently scheduled and no additional requests had been received. She further reported that Nation Security had increased patrols in the pool area

and clubhouse, with the Board receiving positive feedback regarding the guards and a significant improvement in security services. Post orders would be discussed separately.

Regarding resident programming, Ms. Plavetzky reported positive attendance and feedback from the recent Monday Morning Coffee featuring Natural Encounters and an owl presentation. The Board discussed the possibility of partnering with Natural Encounters for future events and improving communication to residents regarding similar programs offered at the organization's nearby facility. It was clarified that sharing information about such events as a public service to residents would be permissible under the District's advertising policy, provided the communication was informational rather than promotional.

The Board then considered an insurance waiver for All Systems Go in connection with its security agreement. Ms. Hancock explained that the District's standard security agreement requires a \$2 million umbrella liability policy. All Systems Go has \$2 million in general liability coverage, \$2 million in automobile liability coverage, workers' compensation, and employer's liability coverage, but does not carry the required umbrella policy. Staff advised that the Board could waive the umbrella requirement. The Board also discussed whether insurance requirements for smaller projects could be adjusted to avoid unnecessarily burdening smaller vendors; however, staff explained that insurance requirements are evaluated based on the specific project and associated risks rather than solely on contract value. Mr. Ulrich asked whether the \$2 million umbrella requirement should apply to smaller projects, noting that vendors unable to carry that coverage may offer lower pricing. Mr. Realmuto supported adopting a framework addressing insurance requirements by project size or risk so that individual waivers would not require separate Board action, and requested that staff provide related context at a future meeting. He also asked what insurance coverage the District's management company carries for its on-site personnel. Ms. Burns stated that the required coverage is set out in the management agreement, together with additional coverage required because the firm serves as District Treasurer. After discussion, the Board agreed to waive the \$2 million umbrella liability insurance requirement for All Systems Go in connection with its security contract.

On MOTION by Mr. Ulrich, seconded by Mr. Realmuto, with all in favor, Waiving the Umbrella Policy, was approved 5-0.

E. District Manager

Ms. Burns reported that she may be unable to attend the September Board meeting due to a mediation related to a District involved in litigation. One of the three dates provided for the mediation conflicts with the September meeting date. Ms. Burns stated that she does not have control over the mediation schedule and, if necessary, a representative may attend the meeting in her place. Other than that, she did not have anything to report.

SIXTH 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, including the balance sheet, capital project and project reserve funds, statement of revenues and expenditures, changes in fund balance, and check run summary. No comments were made, and approval of the check run summary was requested.

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

SEVENTH ORDER OF BUSINESS

Old Business

A. Discussion Regarding Restaurant RFP and Response from Tropical Fusion

The Board discussed the response from Tropical Fusion regarding the restaurant RFP and the additional information requested by District staff. Staff had requested a business plan, proof of financial capability, and references by August 5, 2026, along with providing a draft lease agreement. Staff reported that the only response received was a July 30 letter from Mr. Lawrence containing several requested changes to the proposed lease; the requested business plan, financial information, and references had not been provided. The Board discussed whether to continue negotiations or restart the RFP process.

The Board reviewed the requested reduction of the \$8,000 security deposit to \$2,500 and expressed concerns based on the District's history of costs associated with restoring the restaurant after prior tenants. Staff reported that the District had collected prior deposits of \$5,000, \$8,000, and \$6,000 from the last three vendors. Several Board members indicated that the \$8,000 security deposit should remain unchanged. Ms. Landgrebe stated that \$7,000 was the lowest amount she would consider, based on District records of restoration costs previously incurred.

The Board also discussed Tropical Fusion's request to defer rent until the restaurant opens, eliminate or modify the District's 60-day termination provision, and provide exclusivity for catering or use of the banquet hall. The Board generally supported waiving rent until the restaurant is operational, provided the lease contains clear and objective requirements defining when rent would commence. The Board did not support exclusivity of the banquet hall and expressed opposition to changing the standard 60-day termination provision. Staff advised that the 60-day provision is standard for similar District leases and provides necessary flexibility for a local government. Mr. Realmuto noted that a short without-cause termination provision reduces a tenant's incentive to invest in the leased premises. He cited the District's prior lease of the golf course property to Lake Ashton CDD II, in which a thirty-year term was provided to preserve the value of the lessee's investment, and questioned how many respondents the District would attract under the terms being discussed.

The Board then considered whether to continue negotiations with Tropical Fusion or issue a new RFP. Concerns were raised regarding the failure to provide the information requested by the August 5 deadline and the length of time the restaurant had remained vacant. Mr. Realmuto stated that the July 30 letter represented counteroffers rather than a rejection of the District's terms and reflected good-faith negotiation. He requested that the Board work through each of the requests and establish its own final position before discontinuing negotiations, and asked whether the Board could reach consensus on a security deposit amount for that purpose. Staff advised that catering companies could potentially be brought in under short-term agreements to provide interim food service to residents.

Mr. Ulrich stated that he would prefer to continue negotiations and explained his position prior to the vote.

Ms. Landgrebe asked that action on the motion be deferred, citing concern that the requested materials had not been provided, and that new solicitation might attract fewer or less qualified respondents.

Mr. Realmuto stated that he was not prepared to approve restarting the process without first reviewing the RFP to be issued, and that the Board should discuss what the solicitation would contain. He further noted that as many as three new Supervisors could take office in November, constituting a new majority, and expressed concern that an RFP issued under the current Board's terms could be revised by the incoming Board. He suggested that interim food service arrangements be made and that final approval of a new operator be left to the new Board.

On MOTION by Ms. VanSickle seconded by Mr. Costello, with Ms. Landgrebe, Ms. VanSickle, and Mr. Costello in favor and Mr. Realmuto and Mr. Ulrich opposed, Authorizing Staff to Send RFP, was approved 3-2.

The Board discussed the timeline and content for reissuing the restaurant RFP. Staff advised that the July draft RFP could be updated to incorporate the Board's recent requirements and include the draft lease agreement, insurance requirements, and other applicable terms. The Board directed staff to issue the RFP by the end of the week, with proposals due approximately October 8, 2026, and proposers expected to present at the October Board meeting. Staff noted that the RFP would provide approximately 45 days for responses and would be distributed to previous bidders as well as additional potential restaurant and management companies. Staff clarified that the requested business plan, proof of financial capability, and verifiable references are standard requirements already included in the District's restaurant RFPs. The Board also discussed whether management companies operating restaurants should be eligible to respond, and the Board favored soliciting as broadly as possible. The Board further discussed providing interim food service while the restaurant RFP process is underway. Staff advised that short-term license agreements could be used for caterers or food trucks to operate on

District property. The Board discussed concerns regarding use of the restaurant kitchen, including equipment, cleaning, insurance, and liability. It was generally agreed that allowing temporary caterers to provide service without using the kitchen would be the simpler approach, while staff could explore appropriate arrangements and insurance requirements.

EIGHTH ORDER OF BUSINESS

New Business

A. Discussion Regarding Vendor Insurance

Ms. VanSickle presented the discussion regarding vendor insurance. The Board briefly discussed vendor insurance requirements and whether any further action or discussion was needed following the previously addressed waiver. Ms. VanSickle asked whether the matter needed to be addressed for other vendors, and no additional concerns were raised.

B. Consideration of Resolution 2026-09 Setting a Public Hearing on the Adoption of Amended and Restated District Rules of Procedure (Chapter I)(Suggested Date: October 19, 2026)

Ms. VanSickle presented Resolution 2026-09. The Board discussed Resolution 2026-09, which would set a public hearing for October 19, 2026, regarding adoption of amended and restated District Rules of Procedure, Chapter One. Ms. Hancock explained that the proposed rules are a wholesale replacement of the District's outdated procedures and incorporate recent statutory changes, including updated notice requirements, public records request provisions, and bidding procedures.

Mr. Ulrich and Mr. Realmuto expressed concerns about holding the hearing in October given the upcoming change in Board membership and the lack of a redlined comparison showing substantive changes. Mr. Realmuto stated that he had prepared a comparison of the proposed rules against the rules currently in effect and had identified a substantial number of changes he considered substantive rather than procedural. Mr. Realmuto requested that Board members have an opportunity to review the changes, discuss concerns with District Counsel, and provide feedback before the public hearing. Ms. Hancock offered to provide a comparison identifying significant updates and meet individually with supervisors to explain the proposed changes. Following discussion, Ms.

VanSickle moved to approve Resolution 2026-09 and set the public hearing for October 19, 2026.

On MOTION by Ms. VanSickle seconded by Mr. Costello, with Ms. Landgrebe, Ms. VanSickle, and Mr. Costello in favor and Mr. Realmuto and Mr. Ulrich opposed, Resolution 2026-09 Setting a Public Hearing on the Adoption of Amended and Restated District Rules of Procedure (Chapter I) on October 19, 2026, was approved 3-2.

The Board further discussed providing a comparison of the proposed Rules of Procedure with the existing rules. Ms. Hancock and Ms. Burns noted that the changes were largely related to updating statutory changes or references. Ms. Hancock offered to meet individually with supervisors and present the major changes at the October meeting or provide them for Board discussion at the September meeting. Mr. Realmuto agreed to share the redlined comparison he prepared and requested that the matter be placed on the September agenda so the Board could review and discuss any proposed changes before they are incorporated into the version considered at the October public hearing. Ms. Hancock agreed to bring the comparison and Board feedback back for discussion in September.

C. Consideration of Resolution 2026-10 Adopting the Joint Meeting Schedule for Fiscal Year 2026/2027

Ms. VanSickle presented Resolution 2026-10. The Board discussed adopting the joint meeting schedule for Fiscal Year 2026/2027. Because the previously scheduled joint meeting was canceled due to a lack of agenda items, the matter was being considered separately by each Board. Discussion focused on the proposed October meeting date, with concern expressed that it would occur prior to the seating of newly elected supervisors and only two months after the prior meeting. The Board discussed moving the meeting to November or a later date and establishing a schedule that would continue on a quarterly basis. Ms. Burns confirmed that newly elected Supervisors take office on the second Tuesday following the election, November 17, so that a meeting held November 19 would fall within the new terms. She also advised that she and Ms. Hancock

are unavailable on November 19 and that the Thanksgiving and Christmas holidays limit staff availability in the weeks that follow. Mr. Ulrich proposed that, whichever date is selected, the joint meetings continue thereafter in November, February, May and August so the conflict does not recur following future elections. Staff noted that any revised schedule would need to be coordinated with Lake Ashton CDD II and approved by both Boards. The Board ultimately directed staff to coordinate with CDD II to identify a mutually agreeable joint meeting date between its November meeting and January, taking into consideration Board and staff availability and the Thanksgiving and Christmas holidays.

D. Goals and Objectives**I. Adoption of Fiscal Year 2027 Goals & Objectives**

Ms. Burns reviewed the Fiscal Year 2027 goals and objectives. The Board discussed adoption of the Fiscal Year 2027 Goals and Objectives. Ms. Burns explained that, due to recent changes in Florida legislation, the District is required to adopt goals and objectives annually. The proposed FY 2027 Goals and Objectives are the same as those previously adopted for FY 2026, and the District is on track to meet them. Mr. Realmuto asked whether the goals could be modified during the year, and it was confirmed that a future Board could add, remove, or revise goals as appropriate. The Board also discussed keeping the goals broad rather than overly specific.

II. Review of Approved Fiscal Year 2026 Goals & Objectives and Authorizing Chair to Execute Final Form

Ms. VanSickle presented the Fiscal Year 2026 Goals & Objectives. The Board authorized the Chair to sign the form confirming that the FY 2026 Goals and Objectives had been met at the end of the fiscal year. During discussion, Mr. Realmuto raised a question regarding whether the District's audit had been posted to the website; Ms. Burns clarified that the audit is posted after Board acceptance and noted that the referenced item may have pertained to FY 2026.

On MOTION by Mr. Ulrich, seconded by Ms. Landgrebe, with all in favor, Adoption of Fiscal Year 2027 Goals & Objectives and Authorizing Chair to Execute Final Form that Fiscal Year 2026 Goals & Objectives have been Met, was approved 5-0.
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NINTH ORDER OF BUSINESS**CLOSED SECURITY SESSION****A. Discussion Regarding Invoice Received from Securitas (*provided to Supervisors separately due to confidentiality purposes*)**

Ms. VanSickle noted the Board is breaking for a closed session.

TENTH ORDER OF BUSINESS**Public Comments**

Resident (Marianne Zak) expressed appreciation for the Board's efforts to secure a restaurant for the community but encouraged the Board to proceed cautiously. The resident noted concerns about committing to a restaurant without knowing who would ultimately serve as the chef or cook, stating that the community could be disappointed if the new operation did not meet expectations. The resident also cautioned that restarting the process and selecting a single restaurant could leave the District with limited alternatives and potentially reduce its negotiating leverage. In particular, the resident expressed concern that the restaurant operator could make greater demands, including regarding any required security deposit, if no other options were available. The resident encouraged the Board to carefully consider these factors before moving forward and thanked the Board for its efforts.

ELEVENTH ORDER OF BUSINESS**Supervisor Requests/Supervisor Open Discussion**

Ms. Landgrebe requested that the assessment history she provided, covering the earliest available records through the current year, be included in the meeting minutes for transparency. She explained that the information demonstrates the cumulative assessment increases, the years in which there were no increases, and years in which assessments decreased. Ms. VanSickle noted that the historical information averages the cumulative increase over the number of years; for the FY 2027 assessment recently approved, the increase equates to approximately \$57.77 per year when averaged over 19 years, without adjustment for inflation.

Mr. Realmuto clarified that the assessment information he previously provided was based on the published General Fund budgets and was intended to reflect the current budget discussion, with the only adjustment being the addition of the impact of a \$100

increase. He stated that including additional historical years lowers the average increase but noted that many current residents have not been residents for the entire period. He emphasized that the current Board should focus on the increases residents will experience now and in future years rather than attempting to recover prior years of lower assessments through current residents.

Ms. Landgrebe stated that including the complete history provides a fuller picture and supports transparency. Ms. Burns explained that prior assessment decisions should be viewed in the context of the District's financial history, including a significant loss associated with a restaurant, the purchase of golf course property, and additional amenities and infrastructure such as cart paths, ponds, and bridges that created ongoing financial obligations. Mr. Ulrich agreed, noting that the Board evaluates the budget prospectively, seeks to control costs, avoids unnecessary expenditures, and looks for opportunities to reduce project costs. Ms. Landgrebe added that she had recently identified another landscaping provider that resulted in significant savings, further illustrating the Board's efforts to reduce expenses.

	Fiscal Year	Gross per unit Assessment	Assessment Yearly Increase	Cumulative \$ Increase	PER YEAR
	2008	\$ 1,621.40			
1	2009	\$ 1,621.41	\$0.01	\$ 0.01	
2	2010	\$ 1,788.26	166.85	\$ 166.86	\$ 83.43
3	2011	\$ 1,714.41	\$ (73.85)	\$ 93.01	\$ 31.00
4	2012	\$ 1,714.41	\$0.00	\$ 93.01	\$ 23.25
5	2013	\$ 1,714.41	\$0.00	\$ 93.01	\$ 18.60
6	2014	\$ 1,714.41	\$0.00	\$ 93.01	\$ 15.50
7	2015	\$ 1,714.41	\$0.00	\$ 93.01	\$ 13.29
8	2016	\$ 1,714.41	\$0.00	\$ 93.01	\$ 11.63
9	2017	\$ 1,714.41	\$0.00	\$ 93.01	\$ 10.33
10	2018	\$ 1,714.41	\$0.00	\$ 93.01	\$ 9.30
11	2019	\$ 1,714.41	\$0.00	\$ 93.01	\$ 8.46
12	2020	\$ 1,875.00	\$160.59	\$ 253.60	\$ 21.13
13	2021	\$ 1,875.00	\$0.00	\$ 253.60	\$ 19.51
14	2022	\$ 1,969.00	\$94.00	\$ 347.60	\$ 24.83
15	2023	\$ 2,269.00	\$300.00	\$ 647.60	\$ 43.17
16	2024	\$ 2,369.00	\$100.00	\$ 747.60	\$ 46.73
17	2025	\$ 2,569.00	\$ 200.00	\$ 947.60	\$ 55.74
18	2026	\$ 2,569.00	\$0.00	\$ 947.60	\$ 52.64
19	2027	\$ 2,719.00	\$ 150.00	\$ 1,097.60	\$ 57.77

Year 2024 = \$747.60 cumulative assessment increase divided by 16 years = \$46.73 per year

Year 2025 = 947.60 cumulative assessment increase divided by 17 years = \$55.74 per year

Year 2026 = 947.60 cumulative assessment increase divided by 18 years = \$52.64 per year

Year 2027 = 1097.60 cumulative assessment increase divided by 19 years = \$57.77 year

10 Years NO INCREASE

1 Year a DECREASE

1 Year increase of \$0.01

TWELFTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned.
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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, September 21, 2026** 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
Mike Costello
Steve Realmuto
Debby Landgrebe
Greg Ulrich

Chairperson
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Garrett Posten
Matt Fisher
Denise Plavetzky

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Rayl Engineering
Operations Manager
Community Director

The following is a summary of the discussions and actions taken at the September 21, 2026 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. All five Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. VanSickle presented the agenda and requested a motion of approval. Mr. Ulrich asked about the security session and if it was necessary to keep the whole session closed. Ms. Burns stated that they will revisit that section and if there is any discussion that can be held not under the close session they will do so. Mr. Realmuto asked if they were required to not the specific reason for the closed session. Ms. Hancock noted that

the publication that includes the verbage that it is for a closed security sesion persuent to this specific statute under Chapter 119 which is sufficient legally. There were no other questions and there was a motion of approval.

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

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda (*All Public Comments are limited to three (3) minutes each*)

Ms. VanSickle opened the public comment period and noted that all public comments are limited to three minutes.

Resident (Marianne Zak, 4031 Birkdale Dr.) thanked the Board for approving the automatic door opener installation.

FOURTH ORDER OF BUSINESS

Consideration of Minutes from the August 17, 2026 Board of Supervisors Meeting

Ms. VanSickle presented the minutes from the August 17, 2026 Board of Supervisors meeting. Mr. Realmuto passed an email out to the rest of the Board that he had sent Ms. Burns noting corrections in the meeting minutes. Ms. VanSickle also emailed Ms. Burns with some changes. Ms. Burns noted that those emails came in last the night before and she had not gotten the opportunity to read or incorporate any of the requested corrections. Mr. Realmuto summarized his email noting that he is requesting the additon of several items where the discussion included important points that were no reflected in the notes including the reasonings of the Supervisors who differed from the majority and the concers that propted certain staff responcees. He believes by including more context it will better reflect staff responses for a compete picture of what actually occurred at the meeting. Board discussion followed and Ms. VanSickle asked if he was wanting to go back to a verbatium style of minutes records and he stated that that is not what he's asking for but does believe that these minutes would include a more balance picture that are key to the discussion of the last meeting and he believes the District will benefit from having this in the minutes going forward. Ms. Burns noted that there is a lot

going on in the agenda today and suggested labeling the approval of these additions until the next scheduled Board of Supervisor's meeting. The Board agreed and the next item followed.

FIFTH ORDER OF BUSINESS**Staff Reports****A. Engineer**

Mr. Posten presented information for the Waterford paving project presenting four proposals noting that AAA came in as the lowest bidder at \$55,500. As directed by the Board in discussion Burwick, he reached back out to AAA and for them to add that into the scope as a change order would be an additional \$1,500 which he would like the Board to consider approving if they decide to approve the AAA proposal as he believes they will not find anyone to do that portion for a cheaper price. Additionally, the geo-technical testing, will be \$3,700 from Nissi Geo-Technical with a total of \$60,700 for the whole scope of work. Board discussion followed. Mr. Realmuto noted that the AAA quote, although the lowest, seems to have the highest line item for the thermal plastic portion of the proposal is the highest of all the other proposals and asked the engineer to ask if they would match that portion to the other proposal for small savings. Mr. Posten stated that he doesn't mind asking if that is Board direction but stating that it is being quoted as a full job. Ms. VanSickle added that there is no harm in asking. There being no other discussion, there was a motion of approval.

On MOTION by Mr. Ulrich, seconded by Ms. VanSickle, with all in favor, the Proposal from AAA for Waterford and Burwick Paving Project with Additional Geo-Technical Work from Nissi totaling \$60,700, was approved 5-0.
--

Mr. Posten continued reporting on the storm sewer repairs and added in the agenda packet is an overall assessment on what pipes were recommended repairing. As requested, he obtained two proposals: one covering all pipes with higher-category structural defects and one with a reduced scope. He recommended the reduced scope of five pipes, which have major (level four and five) defects. The remaining two pipes, one under Strathmore, have only level two defects and could be reinspected in a few years, possibly when Strathmore is repaved, for a couple of thousand dollars. The Board had

questions and discussion followed. Mr. Poston Confirmed the deferred pipes correspond to the Shenandoah proposal of about \$19,300 (156 linear feet) and almost \$18,000 (175 linear feet), then moved to approve the Shenandoah quote for the reduced scope in the amount of \$102,213.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, the Proposal for Storm Sewer Repairs totaling \$102,213, was approved 5-0.

Mr. Posten's final item was brought to his attention from the bridge repair contractor about the bridges down by the marina at the end of Hole 1 at the golf course that are wooden constructed on top of another material that looks to be questionable. Three of the four concrete approaches are cracked and broken, and one has a hole exposing a rotting wooden beam beneath. Placing new concrete on the flexible beam would crack again, and a steel plate option was too costly. Tools Tractor quoted \$3,000 to repair the worst approach by removing the broken concrete and rotten beam and pouring full-depth concrete to the surface. Because conditions underneath are unknown, he will be on site when it is opened, and the other approaches could be requoted once more is known. Ms. Hancock said she would need to review the easement language to confirm the District has maintenance rights and suggested the Board could approve the repair contingent on legal confirmation. Otherwise, an easement agreement with the marina may be needed. Mr. Posten noted the work would close the area for about a day and a half and clarified that the south bridge is on marina property (with an easement), while the north bridge, where this repair is, sits on District-owned land leased to CDD2 for golf course use. Board direction was to approve the \$3,000 repair contingent on legal confirmation

On MOTION by Mr. Realmuto, seconded by Mr. Ulrich with all in favor, the Proposal for Bridge Repair totaling \$3,000, was approved 5-0 contingent on District Council's confirmation.

B. Attorney**I. Presentation of Changes in Amended Rules of Procedure (*Request and Document Exhibit Provided by Supervisor Realmuto*)**

Ms. Hancock asked how the Board wanted to handle the proposed amended and restated Rules of Procedure, noting she had prepared a comparison chart presented in the agenda packet for review that explained each change. Most changes reflect statutes that have been repealed or no longer exist and asked how in depth they would like for her to present the comprehensive chart. Mr. Realmuto thanked counsel for answering his questions offline as the Board had directed. He said he does not want a line-by-line review but wants to discuss a few unresolved sections, and suggested counsel cover the rest of her report first.

Counsel addressed a qualification letter from her firm's managing partner, Jennifer Killinski from April that has been circulating on social media and addressed concerns. She stated the firm was never engaged by the one CDD, they did not perform a conflict check, and there were no signed engagement letters. The letter only outlined the general merger process and estimated the firm's own legal fees, excluding engineering, bond counsel, filing fees with Lake Wales and Polk County, and management costs. Since the firm began representing the District (first meeting in June), it has declined to communicate with the group because the District is its client under Florida Bar rules. Ms. Hancock continued by answering Mr. Realmuto's follow-up questions. If engaged by both Districts for a merger, the firm would require both to sign a conflict waiver per Florida Bar rules. She sees little potential for legal conflict, though there could be political or personal disagreements among the Supervisors. She estimated the all-in cost of a merger would be closer to \$200,000, if everything went smoothly. She noted Florida statutes do not lay out a process for merging a city-based and a county-based District, though Polk County would likely be cooperative. Board discussion on merger costs and process continued. Ms. Hancock noted that this is a complicated process and Ms. Burns clarified that a merger would not change anyone's debt assessment, which stays attached to the lot.

Returning to the Rules of Procedure, Ms. VanSickle asked how many hours counsel spent on the Rules of Procedure comparison and what it cost the District. Ms. Hancock pulled her time and stated between her and her supervising partner approximately 10 hours with a cost of over \$2,000. Mr. Realmuto responded that the

Board had directed him to work with Counsel on this, and he believed the Board needs to understand substantive changes before adopting the rules, which has value much like engineering studies do. He noted that a vast majority of the changes are to incorporate legislative changes which he has no issue with any of those. However, there are a number of items including additions that he believes the Board needs to talk about. Board discussion followed about Chair and Vice Chair responsibilities. Ms. Hancock noted that she would rather have conversations around substantive changes now rather than at the public hearing if there are going to be more changes made. Mr. Realmuto suggested that these kinds of discussions would be more properly handled by the new Board and that the public hearing to adopt the rules of procedure should be canceled and rescheduled when the new Board has had time to address it. Ms. Burns noted that the District has already paid for the advertisement to hold the public hearing. Ms. VanSickle brought up the point that the changes are statutory, the District has hired this new attorney, and she would hope that the Board would have confidence in the attorney to lead the District in the right direction. Mr. Realmuto insisted on going through all the non-statutory and substantive changes that he had questions on and presented them as such.

His first question concerns challenges to District decisions. Ms. Hancock clarified that challenge and appeal rights still exist in the relevant policies (amenity suspensions, encroachments, bid protests, etc.) and recommended keeping the firm's vetted language, which was rewritten after the 2025 legislative session.

Next, he raised a concern about remote participation from Board members and questioned whether only those physically present may rebut Board decisions. Ms. Hancock addressed Mr. Realmuto stating that Florida law does not require Districts to allow remote participation, quorum is based on physical presence, and Attorney General opinions support letting physically present members decide. Remote members participate by default unless the Board affirmatively votes to disallow it.

Mr. Realmuto asked a question about the intended scope of the waiver in section 1.3(11) which he believes waives the need to make a motion and that Board Direction can be given. He is requesting Board direction is clearly stated by the Chair in the meeting, being on the record as having actually occurred at the meeting and spoken out loud rather than being inferred by the person putting together the minutes. Ms. Hancock

specifically stated that the Board is not adopting “Robert’s Rule of Order” and that this is meant to give the Board flexibility in not having to use a motion and second to get to Board discussion. The Board did not find it necessary to make the suggested change from Mr. Realmuto on Board direction.

The next item concerns agenda notices and Ms. Hancock explained the rule refers to legal notice. The District now advertises one annual meeting schedule rather than a monthly ad, with separate notices for public hearings and budget hearings which has been a significant savings to the District.

Next was a concern about filling vacancies and challenging the time frame in which the Board has to fill a vacancy. Mr. Realmuto suggested a 90-day time frame that the Board would have to fill a Seat vacancy. Ms. Hancock did note that there is no enforcement mechanism in place if the Board agrees to add a time frame to the language, but she is happy to incorporate that change. Board discussion followed. Mr. Realmuto made a motion to update the rules of procedure to include a 90-day limitation for Board members to fill a vacancy on the Board.

On MOTION by Mr. Realmuto, seconded by Mr. Ulrich, with Mr. Realmuto and Mr. Ulrich in favor and Ms. Landgrebe, Ms. VanSickle, and Mr. Costello opposed, Authorizing Staff to add a 90-Day Limitation to Fill a Seat Vacancy, failed 2-3.

Mr. Realmuto continued regarding records retention and discussion followed on how long physical and electronic copies should be held. Mr. Realmuto would like for the rules of procedure to reflect the electronic record, how long they are held, and how Supervisors can access them. Ms. Hancock noted that she can go through the District’s record retention policy if that is requested by the Board and that would be a more appropriate place for a change to be made if it needed. Mr. Realmuto asked to add the retention policy to a future Board meeting and asked staff to send the current policy to the Board and staff agreed. Ms. Burns stated that the record retentions policy was adopted by the current Board in 2025.

Another minor change with regard to the agenda that the Board reordered the agenda that is now different than the specification. His suggestion is to include what is

required of an agenda outline. Ms. Hancock said the rule already states the format is optional and serves as a baseline that keeps public comment in the right place. She offered to update the order to match the Board's current agenda. The Board did not want to make any changes and requested to move on.

Mr. Realmuto raised Rule 1.38 and Resolution 2026-05 (the budget resolution), which allow invoice approvals or spending resolutions to amend budget line items with no dollar or percentage cap. He also noted the new resolution omits prior language requiring the District Manager or Treasurer to establish administrative procedures for budget amendments. Ms. Hancock noted that a cap is unnecessary because spending resolutions already set limits, and the year-end amended budget adopted within 60 days of September 30 trues up and ratifies line items, which is standard practice. The omitted sentence repeats Section 3, which already requires compliance with Florida law.

Now that all of Supervisor Realmuto's questions have been talked about on public record, she can share their prior correspondence with the rest of the Board, as it is no longer a Sunshine Law violation.

Ms. Landgrebe wanted confirmation that Counsel is approving the contracts. Ms. Hancock confirmed that she drafts every District contract from the approved proposals, including robust construction contracts for the stormwater work, and does not sign vendor-drafted agreements.

C. Field Manager

Mr. Fisher presented the Field Manager's report that was provided in the agenda package for review and summarized ongoing and complete project for the Board.

I. Aquatics Maintenance

a) Presentation of Monthly Aquatics Site Visit Review

Mr. Fisher reported a photo update on ponds and bridges will come next meeting. Solitude is doing an adequate job, though there are some algae blooms, and the littoral shelf at Site 5 is being replanted at the vendor's cost. Mr. Realmuto requested that Solitude's district manager be referred to differently to distinguish and eliminate confusion because it comes off as confusing in the minutes.

The Board is requesting better surge protection options for the District. Mr. Fisher stated the Zap Cap indicator shows red and may need maintenance. He will check TECO coverage and ask Kincaid, the District's electrician, about alternatives such as commercial-grade UPS units for the access control and bowling systems.

D. Lake Ashton Community Director

Ms. Plavetzky updated the Board on the restaurant RFP responses noting that the deadline for those is October 9th. Notices will go out for two candidate forums. She reported Brown Stucco repaired the chimney brick veneer on September 14, with no leaks observed since, and she will have staff check the attic specifically. ASG completed its first quarterly security PM on September 10th and recommended replacing the non-working analog bowling alley camera and repairing the gates with virtual loop detectors to avoid tearing up pavers. The gates will be discussed in closed session. She summarizes a hydraulic closer proposal for the east pool gate is pending, Nations is meeting contract coverage including weddings, and draft post orders are still awaiting supervisor feedback. She reviewed upcoming speakers, the Fall Festival, Trunk or Treat, and noted the LA Times is available. Lastly, she noted that AdventHealth did sign a new three-year sponsorship renewal starting next year and she is requesting the Board to ratify that action.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, the AdventHealth Three-Year Renewal, was ratified 5-0.

I. Consideration of Proposal for Restaurant Kitchen Ice Machine Replacement (Bin Replacement Option & Full Machine Replacement Option)

Ms. Plavetzky reported that the ice storage bin in the restaurant needs to be replaced with a cost of \$4,269. The Board can replace the whole machine at a cost of \$10,726. Board direction is to table this for now. The ice machine is not currently being used, and they can revisit this proposal when there is a definitive direction for the restaurant.

II. Consideration of Proposal for Installation of Swing Door Operator

Ms. Plavetzky reported because the prior door vendor was unresponsive, Magnum Door Solutions submitted a proposal for the west-side automatic door: \$5,216.22 for the operator and \$1,895 to relocate the card reader to a post, totaling \$7,111.22 (the Board previously approved \$6,500).

On MOTION by Mr. Ulrich, seconded by Ms. Landgrebe, with all in favor, the Proposal for Installation of Swing Door Operator totaling \$7,111.22 was approved 5-0.

Discussion continued concerning the Nations guard gate attendant. Mr. Realmuto stated it has improved significantly, but a new guard was reported spending long periods on the phone while parked. He asked that supervisors monitor checkpoint reports proactively. Ms. Plavetzky added the guard is new, the issue is being monitored, she meets weekly with the site captain, and additional training is underway, with replacement if there is no improvement. Ms. VanSickle wanted to state that things are not going as well as reported with continued complaints and Ms. Plavetzky stated that it is a work in progress, and she believes performance is much better than it was a few months ago and will be diligent in monitoring the progress.

III. Consideration of Renewal of Bingo Room Rental Agreement (*Dates will be provided under separate cover prior to the Board Meeting*) – ADDED (taken out of order*)**

Ms. Plavetzky reported that the Bingo room rental contract expires at the end of the month and presented a proposal for the renewal that was provided in the agenda for review and with dates to be provided by Bingo.

On MOTION by Ms. Landgrebe, seconded by Ms. VanSickle, with all in favor, the Renewal of Bingo Room Rental Agreement, was approved 5-0.

E. District Manager

Ms. Burns reported there are upcoming staffing changes to the onsite staffing contract. Jacob has resigned and there is a current maintenance vacancy. Caroline will

be taking a promotion within GMS with her last day being on September 30th. Ms. Plavetzky has also resigned, effective this Friday. As of Friday, there will be a vacant community director position, the following week there will be an open activities position, and in the immediate an open maintenance position. Staff will be advertising for those positions, and this will leave a very big hole in staffing and services until those positions can be filled. Former community director Christine Wells has agreed to return about 15 to 20 hours per week in the interim. Some supervisors had suggested waiting until after the election to hire a new community director, and Jill asked for Board direction.

Ms. VanSickle is giving Board direction to extend the restaurant RFP deadline for at least another 30-days because without the appropriate staff that might make things more difficult and any new restaurant coming in will need the most support it can get. Ms. Hancock stated that her and Ms. Burns have also had that discussion and that they will issue an addendum to the RFP extending the due date. It will also give proposers more time to come in and see the facility. Discussion followed on working atmospheres and why they are losing staff members. Ms. Burns explained that long-term staff have endured mistreatment and increasing job insecurity, with residents and some Board members repeatedly telling them, "good luck after November," along with talk of bidding the contract or moving to direct employment without comparable benefits. GMS relocated valued staff because they would otherwise have been lost. She said she has moral concerns about hiring a community director now if the position could be in jeopardy within 30 days and asked the Board to state its intentions. Ms. Burns confirmed GMS manages about 350 CDDs and that the only one using direct hires is Lake Ashton II. Mr. Ulrich stated publicly that he opposes direct hiring and stated his reasoning. Mr. Realmuto agreed completely. He said direct employment would likely lower staff quality because of reduced benefits and advancement opportunities, and he does not foresee it happening. He asked Ms. Burns to confirm that at least one departure was due to a job offer already in progress and she did confirm.

Ms. VanSickle stated as the only sitting supervisor running for re-election, she is disheartened that residents have cursed at, threatened, and made unreasonable demands of staff. She said the community is losing tremendous assets, everyone owes staff an apology, and rumors of self-hiring should stop. Ms. Burns requested the current

and future Boards to commit to supporting new hires for at least a year so they can succeed and noted the last two community directors each served nearly 15 years. She acknowledged many residents treat staff wonderfully, but the environment has shifted over the past nine months. Ms. Burns asked that as the interim Community Director position returns part time, that the Board allow Ms. Wells to maximize her time, limiting meeting times and see what they could do via email. She also asked residents, although excited to see her, to limit distractions as she's on a limited schedule. If there are certain desk activities that need to be done, let's maximize that time, maybe shorting hours in the short-term. Mr. Ulrich implored the community to volunteer.

In terms of maintenance holes, Ms. Burns suggested a hiring pool maintenance company and discussion followed. Ms. Burns will bring in some proposals to the next meeting and hold off on hiring that third maintenance position. Ms. Burns is asking for understanding of changing desk hours and it's going to be a fluid situation getting people in position as soon as possible. They are looking to hire the right person rather than getting the position filled as fast as possible. Getting a community director to lead the community will be important. The ads will get placed and the search will begin. The restaurant RFP will get extended at least 30-days making the decision in November and onboarding in December in hopes that the new community director will be in process by then. Board direction is to push the RFP deadline for November 1st for consideration at the December meeting.

Ms. Burns suggested moving the December meeting because it falls on the week of Christmas and suggested December 14, 2026. Ms. Hancock stated for the record that the due date will be early November with presentations to occur at the December 14th meeting and they should plan to be there in person. After discussion, staff noted that they could be available on Thursday, November 19th at 1:00. Board direction was to keep the November meeting on the 23rd and the December meeting will be on the 14th.

SIXTH 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, including the balance sheet, capital project and project reserve funds, statement of revenues and expenditures, changes in fund balance, and check run summary. No comments were made, and approval of the check run summary was requested.

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

SEVENTH ORDER OF BUSINESS**Old Business****A. Consideration of Resolution 2026-10 Adopting a Joint Meeting Schedule for Fiscal Year 2026/2027**

Ms. VanSickle presented the resolution. Mr. Realmuto has a concern about the November 19th date. Ms. Hancock may be able to attend via Zoom and Ms. Burns will not be able to attend any Thursday. Ms. Burns does not think it will be a problem. Board direction was to table adopting a meeting schedule until the next Board of Supervisor's meeting.

EIGHTH ORDER OF BUSINESS**New Business****A. Ratification of Renewal of Sponsorship Agreement with Advent Health**

This item was discussed under the Community Director's report.

B. Consideration of Renewal of Landscaping Service Agreement with Yellowstone

Ms. VanSickle presented the renewal and Ms. Burns stated that their fee is not changing making this an extension of their current contract if the Board is amenable.

On MOTION by Mr. Costello, seconded by Mr. Ulrich, with all in favor, the Renewal of Landscaping Service Agreement with Yellowstone, was approved 5-0.

C. Consideration of Audit Services Engagement Letter from Auditor for Fiscal Year 2026 Audit

Ms. VanSickle presented the engagement letter for auditing services totaling \$3,400.

On MOTION by Mr. Realmuto, seconded by Ms. Landgrebe, with all in favor, Resolution, was approved 5-0.

NINTH ORDER OF BUSINESS

CLOSED SECURITY SESSION

A. Presentation of Preventative Maintenance Report from All Systems Go

There was a closed security session.

B. Consideration of Proposal for Gate Repair (All Systems Go)

C. Consideration of Proposal for Bowling Alley Camera Replacement (All Systems Go)

The Board took one motion to approve items B and C.

On MOTION by Mr. Realmuto, seconded by Mr. Ulrich, with all in favor, Items B and C, were approved 5-0.

TENTH ORDER OF BUSINESS

Public Comments

There being no comments, the next item followed.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A



10/19/2026

**Lake Ashton CDD Meeting
Engineering Report**

- **Turnberry Area Storm Sewer Repairs**
 - Scheduled to be completed by October 23rd.

- **Waterford Paving**
 - AAA Scheduled for November 3rd.

- **Bridge Repairs**

- **SWFWMD .000 Permit Inspections**

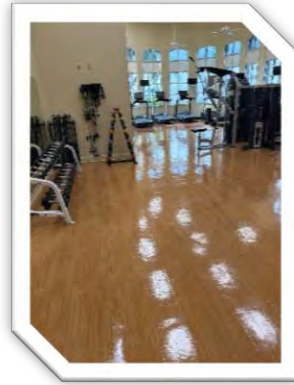
SECTION C

Lake Ashton CDD

Field Management Report

Completed Items

- Fire Extinguishers have been inspected in the Clubhouse, Gatehouse, and Pavilion.
- Fitness Center floor has been washed and refinished.
- The spa's therapy jets have been unclogged. Debris was causing the pressure to be reduced.
- Concrete stop bars have been painted in the west parking lot.
- East course bridge boards have been pressure washed and sealed. Also, 44 deck boards have been replaced.
- Burned-out lights in the Fitness Center have been replaced.
- A/C vents and fans have been dusted in the Fitness Center.
- Pool handicap lifts have been tested and are working properly.
- The section of roofline lights that was out was replaced under warranty.



Contracted Services

- A review of all contracted services has been completed to ensure compliance.
- Solitude continues to provide effective monitoring and treatment of algae blooms and invasive aquatic vegetation. A site visit was completed with Solitude. Invasive vegetation remained in the wetland after quarterly treatment. Solitude will have the areas treated again. Site 5 was reviewed and it is noted to have a sizeable algae bloom on the southern end of the pond.
- Yellowstone continues to provide satisfactory landscaping service. The annual full mulching has been completed. Plant bed weeds along Lake Ashton Blvd will be treated the week of Oct. 12.



In Progress

- Deep cleaning of the Ballroom and dressing room carpets has been scheduled for November 6th.
- Fill-in plantings around the Clubhouse and Reflection Garden.
- Soliciting an estimate to paint stop bars and black out the previous stop bar lines that are showing through.
- Television replacement in the Ballroom.

SECTION 1

Lake Ashton CDD

4141 Ashton Club Drive,
Lake Wales, FL 33859
SOLitude Lake Management

Legend

- 4141 Ashton Club Dr
- canal
- Conservation Area
- littoral shelf 1
- pond
- wetland



Lake Ashton CDD

Pond/Wetland Review – Photo Supplement

Pond 35



Photo Description:

✚ Water pennywort needs to be treated.

Pond 5

Photo Description:

✚ Algae bloom on the southern end of the pond.



Pond 15



Photo Description:

✚ Torpedo grass needs to be treated.

SECTION 2

Lake Ashton CDD

Bridge Board Maintenance – Photo Supplement

Bridge 1



Photo Description:

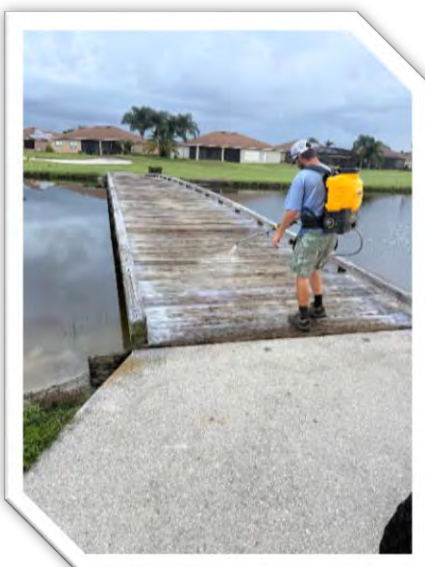
✚ Boards are being replaced on the bridge deck.

Bridge 13



Photo Description:

✚ Bridge decking being pressure washed.



Bridge 9

Photo Description:

✚ Sealer application to bridge decking.

SECTION D

Lake Ashton Community Development District - Project tracking List

Lake Ashton Community Development District - Project tracking List

CLUBHOUSE

BOARD APPROVAL	PROJECT NAME	APPROVED BUDGET	CURRENT STATUS	PAID FROM GENERAL FUND	PAID FROM CAPITAL PROJECTS FUND	Difference
N/A	Replace ice machine bin or entire ice machine in restaurant		(9/21/26) BOS tabled approval until a restaurant is leasing the space. (8/17/26) Millers proposal to replace bin only (\$4,269) or entire machine (10,726) Pending board review/approval			
N/A	Clean and wax fitness center floor	\$1,450.00	(9/9/26) Approved proposal and scheduled for 10/6 to 10/8. Fitness room needs to be closed for 24 - 48 hours for wax to cure			
1/26/2026	Northwest/side entrance: relocate card reader to post away from door and add automatic opener	\$7,111.22	(10/12/26) Executed agreement and working with the vendor to schedule the installation. (9/21/26) BOS approval of new project cost (\$7,111.22) Pending scheduling with ASG & Magnum Door (9/1/26) Rec'd proposal from Magnum Door to install operator (\$5,216.22). Requires board to approve total project cost of \$7,111.22. (8/28/26) With no response from Precision, ASG recommended Magnum Door (8/10/26) ASG will work directly with Precision to get information needed to proceed with approved installation. (7/1/26) Discussed install with approved vendor, who would like Precision to confirm proposed upgrade is appropriate to address issue. Awaiting service call from Precision. (6/8/26) Precision expects to be onsite 6/12 to assess installation of door opener (4/13/26) Rec'd revised quote for \$2,799.99 to move the amenity card access reader to install the automatic door opener			
4/15/2024	Conversion of propane to natural gas	\$37,693.00	(4/7/25) Staff is working on scheduling the conversion of hot water heaters PAID AS OF 1/13/25: (DOES NOT INCLUDE REBATES IN PROCESS) \$885 - hooking restaurant line to meter & new quick connect \$18,235 - restaurant kitchen equipment \$1,200 - changing ansul system for new equipment in restaurant kitchen \$1,640 - convert spa heater \$5,500 - New pool heater Replacement of 3 water heaters remaining	\$0.00	\$27,460.00	
COMPLETED						
8/10/2026	Roof repairs needed (east side of clubhouse)	\$1,450.00	(9/14/26) Repair COMPLETE (9/1/26) Approved proposal from Brown's Stucco to repair brick veneer, scheduled for 9/14. (8/20/26) Jurin does not repair veneer, and would not provide provide proposal for roof repairs without interior inspection which he said would be expensive. (8/10/26) Jurin Roofing scheduled for inspection on 8/11			
2/23/2026	Install TVs in ballroom & restaurant		(4/13/26) COMPLETE	\$2,832.83		0.00
1/26/2026	Install card reader at north ballroom entrance	\$6,500.00				

Lake Ashton Community Development District - Project tracking List

GROUNDS (Landscaping, Roads, Stormwater Mgtmt, Bridges & Concrete Pathways)

BOARD APPROVAL	PROJECT NAME	APPROVED BUDGET	CURRENT STATUS	PAID FROM GENERAL FUND	PAID FROM CAPITAL PROJECTS FUND	Difference
9/21/2026	Waterford paving	\$60,700.00	(9/23/26) Pending scheduling (9/21/26) BOS approval for AAA for paving (\$55,500), including small section on Berwick (\$1,500) and geotech testing by Nissi (\$3,700) Pending board review/approval			
9/21/2026	Turnberry storm drain repairs	\$112,600.01	(9/23/26) Pending scheduling (9/21/26) BOS approved repair of 5 sections. Pending board review/approval			
9/21/2026	Bridge repair (concrete approach)	\$3,000.00	(9/23/26) Pending scheduling (9/21/26) BOS approved engineer recommendation. Pending board review/approval			
COMPLETED						
7/20/2026	East course bridge cleaning, stain & inspection done 7/10/26, with replacement of 44 boards over 10 of 13 bridges needed.	\$19,040.00	(9/17/26) COMPLETE	\$19,040.00		\$0.00
8/17/2026	Clean end caps on Thompson Nursery Rd wall		(9/15/26) COMPLETE	\$1,062.50		\$0.00
7/20/2026	Pipe Inspection (Turnberry, Strathmore & Berwick) prior to paving Waterford Dr	\$5,220.00	(9/11/26) inspection COMPLETE & report rec'd (7/28/26) Awaiting scheduling			
8/17/2026	Plants for entrance/boulevard	\$7,425.00	Matt looking at pricing & add 1000 plants	\$7,425.00		\$0.00
8/17/2026	Remove river rock at entrance	\$2,500.00	Matt looking at pricing & add 1000 plants	\$2,500.00		\$0.00
	Paver repairs (C&C Outdoors)	\$1,500.00	Replace/reset loose pavers on walkways around clubhouse.	\$1,500.00		\$0.00
5/18/2026	Replace freeze damaged plants front entry/exit		(7/31/26) Complete	\$6,999.99		
5/18/2026	End caps along blvd		(7/31/26) Complete	\$285.71		
5/18/2026	Fountain full semi-circle		(7/31/26) Complete	\$1,714.26		
	Clean end caps at entrance		(7/31/26) Complete	\$285.71		
4/20/2026	Planting in littoral area of pond 5	\$2,700.00	(7/20/26) Complete (5/11/26) Deposit has been issued	\$1,350.00		
4/20/2026	Removal of dead plants throughout CDD property	\$5,357.06	(5/11/26) Work is scheduled to take place week of 5/11/26 (7/1/26) Work completed, awaiting invoice			
4/20/2026	Testing for Waterford Dr prior to paving	\$8,624.00	(5/11/26) Base layer testing (geotechnical) is \$3,800 (Nissi) and storm water testing is \$4,824 (Insight) (7/1/26) Testing complete and report received			
3/16/2026	Install mulch along Aberdeen fence line bordering TNR (Yellowstone)	\$3,623.58	(4/13/26) Pending scheduling			

3/16/2026	Restriping east & west parking lot (1-800 Striper)	\$2,250.11	(5/11/26) Some minor corrections need to be made in the west parking lot		\$2,250.11	0.00
3/16/2026	Install retaining wall along pond bank 20 at hole #1 on east golf course (Toole's Tractor)	\$58,000.00	(5/11/26) Work is in progress (6/8/26) COMPLETE		\$57,780.00	220.00
11/17/2025	Repair flume on pond 18 (Toole's Tractor)	\$7,830.00	(5/11/26) COMPLETE		\$7,830.00	0.00
11/15/2025	Pond erosion study (Rayl)	\$10,000.00	(2/16/26) COMPLETE	\$10,000.00		0.00
10/20/2025	Well pump replacement (clubhouse)	\$4,648.49	(10/21/25) COMPLETE	\$4,648.49		0.00
10/20/2025	Replace bridge boards on east golf course (Bevis Construction)	\$16,000.00	(11/26/25) Work completed and inspected, final payment issued to vendor		\$16,000.00	0.00

SECTION 1

SECTION (a)

ESTIMATE

All Systems Go
707 46th St Ct E
Palmetto, FL 34221

rbright@asgtampa.com
+1 (941) 928-0800



Bill to
Lake Ashton CDD
4141 Ashton Club Drive
Lake Wales, Florida 33859 USA

Ship to
Lake Ashton CDD
4141 Ashton Club Drive
Lake Wales, Florida 33859 USA

Estimate details

Estimate no.: 2296
Estimate date: 10/01/2026
Expiration date: 11/01/2026

#	Product or service	Description	Qty	Rate	Amount
This estimate is for the requested surge protection for the access control and camera systems, based on the information provided and the list of parts supplied by Matt Fisher. Surge protection is a great investment to help protect your equipment from electrical surges and voltage fluctuations; however, it is important to note that surge protection cannot guarantee protection against a direct lightning strike or the damage that may result from one.					
1.	Install Labor		8	\$150.00	\$1,200.00
2.	Card Reader Surge Protector for Card Readers Operating	DITEK's DTK-4LVLPDR provides surge protection for card readers operating on 12/24V power. Protects four pairs of power/data connections.	16	\$105.00	\$1,680.00
3.	DITEK 8-Channel NeTwork Surge Protector	The DTK-WM8NETS is an 8-channel, wall mount surge protector that uses state-of-the-art circuitry to provide best-in-breed surge protection for shielded Ethernet, PoE and optional PoE extender* circuits. It supports data speeds up to 10GbE, and provides surge protection grounding to remote devices when used with STP cabling. The DTK-WM8NETS is ideal for smaller installations where Ethernet cabling feeds require protection before entering network switches.	3	\$478.00	\$1,434.00
4.	CyberPower PFC Sinewave Rackmount for UPS Systems, 1500VA 1000W, 120VAC	The PFC Sinewave rackmount UPS that provides battery backup (using sine wave output), surge protection, and EMI/RFI filtration for security systems, audio/visual equipment, and networking equipment requiring active PFC power source	3	\$541.00	\$1,623.00

compatibility. The CP1500PFCRM2U features Automatic Voltage Regulation (AVR), which corrects minor power fluctuations without switching to battery power, and a multifunction control panel with a color LCD to quickly confirm status and alerts at-a-glance. Remote management and/or monitoring is available with optional purchase of a Remote Network Management Card or Cloud Monitoring Card. At only 10.5" in depth, the CP1500PFCRM2U fits comfortably in short-depth rack installations where space is at a premium.

5.	CyberPower PFC Sinewave for UPS Systems, Mini-Tower, Sine Wave, 1500VA 1000W	A mini-tower UPS with line interactive topology, the CyberPower PFC Sinewave CP1500PFCLCD provides battery backup (using sine wave output) and surge protection for desktop computers, workstations, networking devices, and home entertainment systems requiring active PFC power source compatibility. The CP1500PFCLCD features an advanced multifunction control panel with a color LCD to quickly confirm status and alerts at-a-glance. The screen tilts for easy viewing when the UPS is placed in a low position such as under a desk. Two USB charge ports (one Type-A and one Type-C) power portable devices such as mobile phones and tablets, even during a utility power failure. The CP1500PFCLCD uses Automatic Voltage Regulation (AVR) to correct minor power fluctuations without switching to battery power, which extends battery life. AVR is essential in areas where power fluctuations occur frequently.	1	\$360.00	\$360.00
6.	Grounding Kit	Ground rod, grounding wire, clamps, and related grounding materials are included as a preventative measure to help protect the equipment from electrical surges. Proper grounding can help reduce the risk of damage from electrical surges; however, it cannot guarantee protection against a direct lightning strike or eliminate the possibility of equipment damage caused by lightning.	2	\$300.00	\$600.00
7.	12" Heavy-Duty Copper Ground Bar Kit,Grounding Bus Bar	12" Heavy-Duty Copper Ground Bar Kit,Grounding Bus Bar,with 24 x 0.41" Holes & Slots and 2" x 2" Standoff Insulators Made from UL Recognized Material,2500V	2	\$105.00	\$210.00
8.	Misc	Patch cables, Hardware. wire managment	1	\$350.00	\$350.00

This estimate is for the removal and replacement of the existing surge protection equipment, along with properly managing and organizing the replacement wiring associated with the equipment being replaced. This estimate does not include a complete renovation or cleanup of all wiring within the head-end locations beyond the equipment specifically included in this scope of work. If a full overhaul and cleanup of the head-end locations is desired, we would be happy to provide a separate quote to complete that work as well.

Ways to pay

BANK

Please submit payment via ACH or mail payment to:
All Systems Go
707 46th Street Court East
Palmetto, FL 34221

Total		\$7,457.00
Deposit due		\$3,728.50
Expiry date		11/01/2026

Accepted date

Accepted by

SECTION (b)

Kincaid Electrical Services, Inc

15510 Hwy 27
Lake Wales, FL 33859-2532
(863) 676-0198
service@kincaidelectric.com



ADDRESS
LAKE ASHTON
4141 ASHTON CLUB DRIVE
LAKE WALES, FL 33859

ESTIMATE 1393
DATE 09/24/2026

SCOPE OF WORK
PLEASE SEE BELOW

QTY DESCRIPTION*****SCOPE OF WORK*****

-INSTALL (12) DITEK CARD READER SURGE ARRESTORS IN THE IT CLOSET (IN DOOR CARD INCLOSURE) AND INTERCONNECT GROUND WIRE/BOND
-INSTALL NEW GROUND INTERCONNECT BLOCKS IN IT ROOM
-CORRECTLY MOUNT ANALOG TO IP CONVERTERS AND EXISTING UPS IN EXISTING RACK
-INSTALL 8-PORT DITEK POE ETHERNET PROTECTOR IN THE BOTTOM OF THE RACK AND PROTECT THE INCOMING CAMERA FEEDS
-REMOVE ALL THE MISCILLANIOUS OLD UPS DEVICES IN THIS ROOM AND INSTALL (3) NEW VERTICAL RACKMOUNT 1500VA CYBERPOWER UPS BATTERY BACK UP WITH DISPLAYS.
-INSTALL CYPREPOWER RACK MOUNT SURGE PROTECTOR AT THE UPS LOCATIONS FOR MORE SURGE PROTECTED PLUG IN LOCATIONS THAT ARE NOW BACK UP POWER CRITICAL
-INSTALL (2) 8 PORT DITEK WALL MOUNT POE ETHERNET PROTECTORS ON THE WALL BELOW THE SERVICE TO PROTECT THE IP CAMERA FEEDS
-BASIC CLEAN UP OF ITEMS WE ARE WORKING ON IN THIS CLOSET
-INSTALL MINI TOWER UPS IN THE BASE OF THE CINEMA A/V CLOSET FOR EQR CINEMA EQUIPITMENT.
-INSTALL (4) DITEK CARD READER SURGE ARRESTORS AT THE DOOR CARD ENCLOSURE IN THE CINEMA ABOVE THE EQUIPMENT RACK

- 16 DITEK DTK-4LVLP CR CARD READER SURGE ARRESTOR
- 3 DITEK DTK-WM8NET 8CH. WALL MOUNT ETHERNET PROTECTOR
- 4 6U VERTICLE RACK
- 4 CYBERPOWER UPS BACK UP 1500VA, 8 OUTLET, RACK MOUNT
- 4 CYBERPOWER RACK MOUNT SURGE ARRESTOR, 12 OUTLET, RACK MOUNT
- 1 CYBERPOWER MINI TOWER UPS 1500VA 12 OUTLET, AVR
- 1 MISC. HARDWARE, WIRE CONN, ANCHORS, SCREWS, ETC.
- 1 LABOR

AGREED TERMS: Payment is due upon receipt of products and services listed above, unless prior arrangements have been made. The customer will be charged a rate of 18% interest per annum on all amounts which are not paid before the due date of this invoice as well as a \$50.00 late fee if payment is not received within 30 days of the invoice date. In the event of non-payment, the customer agrees to pay all attorney's fees and costs incurred by Kincaid Electrical Services, Inc. to collect the amounts due, pre-suit, in litigation, post-suit, and in bankruptcy as well as all attorney's fees and costs incurred in connection with determining the entitlement to and amount of recoverable attorney's fees and costs. Failure to object to these agreed terms in writing within 5 days of receipt of the products and services listed on this invoice, and/or immediately upon receipt of this invoice constitutes acceptance of these agreed terms.

SUBTOTAL	9,565.00
TAX	0.00
TOTAL	\$9,565.00

SECTION VI

SECTION A

Lake Ashton
Community Development District
Combined Balance Sheet
September 30, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 3,765	\$ -	\$ -	\$ 3,765
Capital Reserve Account	\$ -	\$ -	\$ 22,921	\$ 22,921
Lease Receivable	\$ 21,713	\$ -	\$ -	\$ 21,713
Due from General Fund	\$ -	\$ -	\$ 25,000	\$ 25,000
Prepaid Expenses	\$ 80,496	\$ -	\$ -	\$ 80,496
<u>Investments:</u>				
Investment Pool - State Board of Administration	\$ 10,689	\$ -	\$ 980,709	\$ 991,398
<u>Series 2015</u>				
Reserve	\$ -	\$ 170,500	\$ -	\$ 170,500
Revenue	\$ -	\$ 146,345	\$ -	\$ 146,345
Prepayment 2015-1	\$ -	\$ 48,605	\$ -	\$ 48,605
Prepayment 2015-2	\$ -	\$ 6,573	\$ -	\$ 6,573
Total Assets	\$ 116,663	\$ 372,022	\$ 1,028,630	\$ 1,517,316
Liabilities:				
Accounts Payable	\$ 31,136	\$ -	\$ 19,040	\$ 50,176
Due to Capital Projects	\$ 25,000	\$ -	\$ -	\$ 25,000
Deposits Ballroom Rentals	\$ 8,710	\$ -	\$ -	\$ 8,710
Deposits-Restaurant	\$ 5,000	\$ -	\$ -	\$ 5,000
Deferred Revenue-Leases	\$ 15,494	\$ -	\$ -	\$ 15,494
Total Liabilities	\$ 85,340	\$ -	\$ 19,040	\$ 104,380
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 80,496	\$ -	\$ -	\$ 80,496
Restricted for:				
Debt Service - Series 2015	\$ -	\$ 372,022	\$ -	\$ 372,022
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 1,009,590	\$ 1,009,590
Unassigned	\$ (49,173)	\$ -	\$ -	\$ (49,173)
Total Fund Balances	\$ 31,323	\$ 372,022	\$ 1,009,590	\$ 1,412,935
Total Liabilities & Fund Balance	\$ 116,663	\$ 372,022	\$ 1,028,630	\$ 1,517,316

SECTION B

Lake Ashton
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
<u>Revenues</u>				
Interest	\$ 30,000	\$ 30,000	\$ 34,536	\$ 4,536
Total Revenues	\$ 30,000	\$ 30,000	\$ 34,536	\$ 4,536
<u>Expenditures:</u>				
Capital Projects	\$ 312,319	\$ 312,319	\$ -	\$ 312,319
Turnberry Paving	\$ -	\$ -	\$ 157,328	\$ (157,328)
Bridge Board Replacement	\$ -	\$ -	\$ 35,040	\$ (35,040)
Ballroom Flooring	\$ -	\$ -	\$ 55,992	\$ (55,992)
Reserve Study Update	\$ -	\$ -	\$ 2,950	\$ (2,950)
Stormwater Management/Pond Erosion	\$ -	\$ -	\$ 83,735	\$ (83,735)
Street Signs	\$ -	\$ -	\$ 2,890	\$ (2,890)
Contingencies	\$ 223,150	\$ 223,150	\$ -	\$ 223,150
Other Current Charges	\$ 650	\$ 650	\$ 639	\$ 11
Total Expenditures	\$ 536,119	\$ 536,119	\$ 338,574	\$ 197,545
Excess (Deficiency) of Revenues over Expenditures	\$ (506,119)		\$ (304,038)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 461,545	\$ 461,545	\$ 461,545	\$ -
Total Other Financing Sources (Uses)	\$ 461,545	\$ 461,545	\$ 461,545	\$ -
Net Change in Fund Balance	\$ (44,574)		\$ 157,507	
Fund Balance - Beginning	\$ 955,705		\$ 852,083	
Fund Balance - Ending	\$ 911,131		\$ 1,009,590	

SECTION C

Lake Ashton
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Special Assessments - Levy	\$ 2,336,605	\$ 2,336,605	\$ 2,348,342	\$ 11,737
Rental Income	\$ 40,000	\$ 40,000	\$ 38,575	\$ (1,425)
Entertainment Fees	\$ 165,000	\$ 165,000	\$ 139,249	\$ (25,751)
Newsletter Ad Revenue	\$ 95,000	\$ 95,000	\$ 111,344	\$ 16,344
Interest Income	\$ 15,000	\$ 15,000	\$ 20,494	\$ 5,494
Restaurant Lease Income	\$ 9,000	\$ 9,000	\$ 3,164	\$ (5,836)
Sponsorship - Advent Health	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
Miscellaneous Income	\$ 9,000	\$ 9,000	\$ 17,967	\$ 8,967
Security Credentials	\$ -	\$ -	\$ 5,450	\$ 5,450
Miscellaneous Income-Reimbursed Repairs	\$ -	\$ -	\$ 4,450	\$ 4,450
Total Revenues	\$ 2,677,605	\$ 2,677,605	\$ 2,697,035	\$ 19,430
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 6,750	\$ 5,250
FICA Expense	\$ 918	\$ 918	\$ 516	\$ 402
Engineering	\$ 65,000	\$ 65,000	\$ 63,797	\$ 1,203
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Dissemination	\$ 1,545	\$ 1,545	\$ 1,545	\$ -
Dissemination-Amortization Schedules	\$ -	\$ -	\$ 950	\$ (950)
Attorney	\$ 45,000	\$ 45,000	\$ 90,014	\$ (45,014)
Annual Audit	\$ 4,000	\$ 4,000	\$ 3,250	\$ 750
Trustee Fees	\$ 4,434	\$ 4,434	\$ 4,445	\$ (10)
Management Fees	\$ 71,823	\$ 71,823	\$ 71,823	\$ (0)
Management Fees-Beyond Contract	\$ 525	\$ 525	\$ 250	\$ 275
Accounting System Software	\$ 1,030	\$ 1,030	\$ 1,030	\$ 0
Postage	\$ 3,500	\$ 3,500	\$ 2,580	\$ 920
Printing & Binding	\$ 500	\$ 500	\$ 635	\$ (135)
Newsletter Printing	\$ 55,000	\$ 55,000	\$ 53,448	\$ 1,552
Marketing	\$ 3,000	\$ 3,000	\$ -	\$ 3,000
Rentals & Leases	\$ 4,000	\$ 4,000	\$ 2,929	\$ 1,071
Insurance	\$ 90,034	\$ 90,034	\$ 84,008	\$ 6,026
Legal Advertising	\$ 1,500	\$ 1,500	\$ 3,528	\$ (2,028)
Other Current Charges	\$ 750	\$ 750	\$ 1,405	\$ (655)
Property Taxes	\$ 13,500	\$ 13,500	\$ -	\$ 13,500
Office Supplies	\$ 300	\$ 300	\$ 248	\$ 52
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 379,134	\$ 379,134	\$ 393,926	\$ (14,791)

Lake Ashton

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management Services	\$ 552,842	\$ 552,842	\$ 552,843	\$ (2)
Gate/Patrol/Pool Officers	\$ 384,846	\$ 384,846	\$ 323,605	\$ 61,241
Gate/Patrol/Pool Officers-Special Events	\$ -	\$ -	\$ 5,060	\$ (5,060)
Security/Fire Alarm/Gate Repairs	\$ 9,500	\$ 9,500	\$ 5,782	\$ 3,718
Access Control System	\$ 67,118	\$ 67,118	\$ 33,559	\$ 33,559
Pest Control	\$ 4,690	\$ 4,690	\$ 7,494	\$ (2,804)
Telephone/Internet	\$ 7,000	\$ 7,000	\$ 6,655	\$ 345
Electric	\$ 240,000	\$ 240,000	\$ 242,712	\$ (2,712)
Water	\$ 16,000	\$ 16,000	\$ 9,968	\$ 6,032
Gas-Pool	\$ 25,000	\$ 25,000	\$ 27,199	\$ (2,199)
Refuse	\$ 8,000	\$ 8,000	\$ 9,262	\$ (1,262)
Repairs and Maintenance-Clubhouse	\$ 85,600	\$ 85,600	\$ 80,108	\$ 5,492
Repairs and Maintenance-Fitness Center	\$ 3,000	\$ 3,000	\$ 1,699	\$ 1,301
Repairs and Maintenance-Bowling Lanes	\$ 17,000	\$ 17,000	\$ 11,447	\$ 5,553
Repairs and Maintenance-Restaurant	\$ 6,000	\$ 6,000	\$ 20,341	\$ (14,341)
Furniture, Fixtures, Equipment	\$ 10,000	\$ 10,000	\$ 12,942	\$ (2,942)
Repairs and Maintenance-Pool	\$ 15,000	\$ 15,000	\$ 30,137	\$ (15,137)
Repairs and Maintenance-Golf Cart	\$ 8,000	\$ 8,000	\$ 5,188	\$ 2,812
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ 2,319	\$ (2,319)
Landscape Maintenance-Contract	\$ 194,520	\$ 194,520	\$ 194,520	\$ -
Landscape Maintenance-Improvements	\$ 15,000	\$ 15,000	\$ 54,249	\$ (39,249)
Irrigation Repairs	\$ 8,500	\$ 8,500	\$ 5,355	\$ 3,145
Lake Maintenance-Contract	\$ 56,894	\$ 56,894	\$ 51,700	\$ 5,194
Lake Maintenance-Other	\$ 2,000	\$ 2,000	\$ 2,700	\$ (700)
Wetland/Mitigation Maintenance	\$ 48,099	\$ 48,099	\$ 20,550	\$ 27,549
Permits/Inspections	\$ 3,000	\$ 3,000	\$ 1,396	\$ 1,604
Office Supplies/Printing/Binding	\$ 5,000	\$ 5,000	\$ 2,222	\$ 2,778
Credit Card Processing Fees	\$ 5,500	\$ 5,500	\$ 4,055	\$ 1,445
Dues & Subscriptions	\$ 9,500	\$ 9,500	\$ 10,554	\$ (1,054)
Decorations	\$ 2,500	\$ 2,500	\$ 567	\$ 1,933
Special Events	\$ 165,000	\$ 165,000	\$ 129,947	\$ 35,053
Total Operations & Maintenance	\$ 1,975,109	\$ 1,975,109	\$ 1,866,133	\$ 108,975
Total Expenditures	\$ 2,354,243	\$ 2,354,243	\$ 2,260,059	\$ 94,184
Excess (Deficiency) of Revenues over Expenditures	\$ 323,362		\$ 436,976	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (461,545)	\$ (461,545)	\$ (461,545)	\$ -
Total Other Financing Sources/(Uses)	\$ (461,545)	\$ (461,545)	\$ (461,545)	\$ -
Net Change in Fund Balance	\$ (138,183)		\$ (24,569)	
Fund Balance - Beginning	\$ 138,183		\$ 55,892	
Fund Balance - Ending	\$ -		\$ 31,323	

Lake Ashton

Community Development District

Debt Service Fund Series 2015

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 362,500	\$ 362,500	\$ 379,980	\$ 17,480
Assessments - PPMT 2015-1	\$ -	\$ -	\$ 78,114	\$ 78,114
Assessments - PPMT 2015-2	\$ -	\$ -	\$ 6,524	\$ 6,524
Interest Income	\$ 500	\$ 500	\$ 13,634	\$ 13,134
Total Revenues	\$ 363,000	\$ 363,000	\$ 478,252	\$ 115,252
Expenditures:				
Series 2015-1				
Interest - 11/01	\$ 45,875	\$ 45,875	\$ 45,875	\$ -
Interest - 05/01	\$ 45,875	\$ 45,875	\$ 44,000	\$ 1,875
Principal - 05/01	\$ 225,000	\$ 225,000	\$ 215,000	\$ 10,000
Special Call - 11/01	\$ -	\$ -	\$ 75,000	\$ (75,000)
Special Call - 05/01	\$ -	\$ -	\$ 40,000	\$ (40,000)
Series 2015-2				
Interest - 11/01	\$ 9,000	\$ 9,000	\$ 9,000	\$ -
Interest - 05/01	\$ 9,000	\$ 9,000	\$ 8,750	\$ 250
Principal - 05/01	\$ 25,000	\$ 25,000	\$ 20,000	\$ 5,000
Special Call - 11/01	\$ -	\$ -	\$ 10,000	\$ (10,000)
Special Call - 05/01	\$ -	\$ -	\$ 5,000	\$ (5,000)
Total Expenditures	\$ 359,750	\$ 359,750	\$ 472,625	\$ (112,875)
Excess (Deficiency) of Revenues over Expenditures	\$ 3,250		\$ 5,627	
Net Change in Fund Balance	\$ 3,250		\$ 5,627	
Fund Balance - Beginning	\$ 117,841		\$ 366,396	
Fund Balance - Ending	\$ 121,091		\$ 372,022	

Lake Ashton
Community Development District
Month to Month
FY 2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
Revenues:													
Special Assessments - Levy	\$ -	\$ 568,998	\$ 1,566,707	\$ 65,254	\$ 46,377	\$ 32,423	\$ 71,267	\$ -	\$ 21,519	\$ 2,633	\$ (26,836)	\$ -	\$ 2,348,342
Rental Income	\$ 3,700	\$ 5,150	\$ 4,150	\$ 7,725	\$ 2,350	\$ 2,700	\$ 3,450	\$ 2,800	\$ 3,500	\$ -	\$ 2,000	\$ 1,050	\$ 38,575
Entertainment Fees	\$ 6,434	\$ 1,752	\$ 88,931	\$ 2,112	\$ 8,902	\$ 8,398	\$ 3,779	\$ 4,957	\$ 588	\$ 3,797	\$ 4,408	\$ 5,191	\$ 139,249
Newsletter Ad Revenue	\$ 14,983	\$ 4,838	\$ 10,062	\$ 33,533	\$ 4,099	\$ 11,210	\$ 8,504	\$ 9,459	\$ 575	\$ 3,560	\$ 9,210	\$ 1,313	\$ 111,344
Interest Income	\$ 167	\$ 43	\$ 98	\$ 3,816	\$ 3,367	\$ 3,446	\$ 2,735	\$ 2,416	\$ 1,827	\$ 1,377	\$ 848	\$ 353	\$ 20,494
Restaurant Lease Income	\$ -	\$ 721	\$ 2,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,164
Sponsorship	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Miscellaneous Income	\$ 1,582	\$ 1,461	\$ 1,325	\$ 921	\$ 3,755	\$ 1,159	\$ 1,569	\$ 685	\$ 554	\$ 1,169	\$ 2,482	\$ 1,307	\$ 17,967
Security Credentials	\$ 600	\$ 430	\$ 430	\$ 430	\$ 910	\$ 230	\$ 530	\$ 610	\$ 380	\$ 390	\$ 510	\$ -	\$ 5,450
Miscellaneous Income-Reimbursed Repairs	\$ 1,925	\$ 1,075	\$ 100	\$ 100	\$ 100	\$ 325	\$ 75	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ 4,450
Miscellaneous Income-Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 29,391	\$ 584,468	\$ 1,674,246	\$ 121,891	\$ -	\$ 59,890	\$ 91,909	\$ 21,677	\$ 28,943	\$ 12,925	\$ (7,378)	\$ 9,214	\$ 2,697,035
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 450	\$ 900	\$ 450	\$ 450	\$ 450	\$ 900	\$ 450	\$ 450	\$ 900	\$ 450	\$ 450	\$ 450	\$ 6,750
FICA Expense	\$ 34	\$ 69	\$ 34	\$ 34	\$ 34	\$ 69	\$ 34	\$ 34	\$ 69	\$ 34	\$ 34	\$ 34	\$ 516
Engineering	\$ 3,645	\$ 3,251	\$ 9,283	\$ 5,122	\$ 9,104	\$ 6,926	\$ 5,525	\$ 3,777	\$ 3,269	\$ 2,785	\$ 6,109	\$ 5,000	\$ 63,797
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Dissemination	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 129	\$ 1,545
Dissemination	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950
Attorney	\$ 5,293	\$ 4,846	\$ 8,714	\$ 13,359	\$ 9,604	\$ 6,362	\$ 6,947	\$ 6,117	\$ 7,857	\$ 7,791	\$ 5,546	\$ 7,578	\$ 90,014
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,445
Management Fees	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 5,985	\$ 71,823
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Accounting System Software	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 86	\$ 1,030
Postage	\$ 201	\$ 46	\$ 335	\$ 271	\$ 45	\$ 435	\$ 49	\$ -	\$ 794	\$ 354	\$ 1	\$ 49	\$ 2,580
Printing & Binding	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ -	\$ 452	\$ -	\$ -	\$ -	\$ 635
Newsletter Printing	\$ 4,631	\$ 4,787	\$ 4,472	\$ 4,544	\$ 4,544	\$ 4,544	\$ 4,616	\$ 4,866	\$ 4,257	\$ 3,817	\$ 3,817	\$ 4,553	\$ 53,448
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals & Leases	\$ 145	\$ 145	\$ 385	\$ 145	\$ 145	\$ -	\$ 598	\$ 145	\$ 787	\$ 145	\$ 145	\$ 145	\$ 2,929
Insurance	\$ 84,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,008
Legal Advertising	\$ -	\$ -	\$ 119	\$ -	\$ 283	\$ -	\$ -	\$ 178	\$ 1,800	\$ 202	\$ 301	\$ 646	\$ 3,528
Other Current Charges	\$ 122	\$ 140	\$ 87	\$ -	\$ -	\$ 86	\$ 180	\$ 129	\$ 154	\$ 202	\$ 150	\$ 155	\$ 1,405
Office Supplies	\$ 3	\$ 3	\$ 4	\$ 3	\$ 3	\$ 3	\$ 4	\$ -	\$ 221	\$ 4	\$ 0	\$ 3	\$ 248
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 105,426	\$ 20,386	\$ 30,082	\$ 30,128	\$ 30,413	\$ 25,787	\$ 33,498	\$ 21,896	\$ 26,760	\$ 21,984	\$ 22,754	\$ 24,812	\$ 393,926

Lake Ashton
Community Development District
Month to Month
FY 2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management Services	\$ 46,071	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 46,070	\$ 552,843
Gate/Patrol/Pool Officers	\$ 31,427	\$ 30,613	\$ 29,004	\$ 31,538	\$ 25,710	\$ 26,824	\$ 26,824	\$ 34,009	\$ 26,824	\$ 20,597	\$ 26,824	\$ 13,412	\$ 323,605
Gate/Patrol/Pool Officers-Events	\$ -	\$ -	\$ 194	\$ 303	\$ 3,333	\$ -	\$ -	\$ 269	\$ -	\$ 198	\$ 763	\$ -	\$ 5,060
Security/Fire Alarm/Gate Repairs	\$ 162	\$ -	\$ -	\$ -	\$ 454	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ 904	\$ 4,050	\$ 5,782
Access Control System	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ 5,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,559
Security Credentials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ 449	\$ 250	\$ 250	\$ 395	\$ 250	\$ 1,745	\$ 2,160	\$ 400	\$ 400	\$ 545	\$ 250	\$ 400	\$ 7,494
Telephone/Internet	\$ 549	\$ 550	\$ 550	\$ 554	\$ 961	\$ 627	\$ 554	\$ 554	\$ 554	\$ 74	\$ 564	\$ 564	\$ 6,655
Electric	\$ 23,450	\$ 17,379	\$ 20,619	\$ 20,226	\$ 22,080	\$ 19,144	\$ 19,623	\$ 19,370	\$ 20,369	\$ 20,773	\$ 19,798	\$ 19,880	\$ 242,712
Water	\$ 703	\$ 813	\$ 603	\$ 1,483	\$ 352	\$ 1,015	\$ 733	\$ 465	\$ 1,287	\$ 874	\$ 820	\$ 819	\$ 9,968
Gas-Pool	\$ 565	\$ 870	\$ 724	\$ 1,447	\$ 7,923	\$ 10,412	\$ 1,390	\$ 1,783	\$ 945	\$ 308	\$ 377	\$ 455	\$ 27,199
Refuse	\$ 716	\$ 786	\$ 384	\$ 1,088	\$ 278	\$ 965	\$ 786	\$ 920	\$ 1,097	\$ 356	\$ 724	\$ 1,163	\$ 9,262
Repairs and Maintenance-Clubhouse	\$ 4,030	\$ 11,344	\$ 13,485	\$ 3,656	\$ 3,741	\$ 6,355	\$ 10,613	\$ 2,256	\$ 13,303	\$ 1,417	\$ 4,934	\$ 4,975	\$ 80,108
Repairs and Maintenance-Fitness Center	\$ -	\$ 220	\$ -	\$ -	\$ 260	\$ 387	\$ 392	\$ -	\$ -	\$ -	\$ 440	\$ -	\$ 1,699
Repairs and Maintenance-Bowling Lanes	\$ 3,500	\$ -	\$ -	\$ 3,105	\$ -	\$ 1,155	\$ 1,190	\$ -	\$ -	\$ -	\$ 2,497	\$ -	\$ 11,447
Repairs and Maintenance-Restaurant	\$ 1,316	\$ 152	\$ 224	\$ -	\$ 2,187	\$ 11,993	\$ 4,094	\$ 250	\$ -	\$ -	\$ -	\$ 125	\$ 20,341
Furniture, Fixtures, Equipment	\$ 1,588	\$ 1,084	\$ -	\$ -	\$ 1,000	\$ 5,150	\$ 387	\$ 593	\$ -	\$ 1,415	\$ 1,047	\$ 678	\$ 12,942
Repairs and Maintenance-Pool	\$ 2,012	\$ 2,655	\$ 3,767	\$ 2,282	\$ 2,796	\$ 4,024	\$ 2,942	\$ 1,331	\$ 1,981	\$ 1,874	\$ 3,216	\$ 1,256	\$ 30,137
Repairs and Maintenance-Golf Cart	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ -	\$ 1,194	\$ 372	\$ 690	\$ 345	\$ 517	\$ 345	\$ 5,188
Repairs and Maintenance-Reimbursed	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ -	\$ 169	\$ 975	\$ -	\$ -	\$ -	\$ -	\$ 2,319
Landscape Maintenance-Contract	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 16,210	\$ 194,520
Landscape Maintenance-Improvements	\$ 417	\$ 4,990	\$ 3,790	\$ -	\$ 3,836	\$ -	\$ -	\$ 1,800	\$ 17,597	\$ 2,895	\$ 18,925	\$ -	\$ 54,249
Irrigation Repairs	\$ 4,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ -	\$ -	\$ 5,355
Lake Maintenance-Contract	\$ 5,000	\$ -	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 4,670	\$ 51,700
Lake Maintenance-Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ 2,700
Wetland/Mitigation Maintenance	\$ 3,000	\$ -	\$ -	\$ -	\$ 4,450	\$ -	\$ -	\$ 8,650	\$ -	\$ -	\$ 4,450	\$ -	\$ 20,550
Permits/Inspections	\$ -	\$ 213	\$ 763	\$ -	\$ -	\$ -	\$ -	\$ 420	\$ -	\$ -	\$ -	\$ -	\$ 1,396
Office Supplies/Printing/Binding	\$ 52	\$ 333	\$ 411	\$ 52	\$ 59	\$ 287	\$ -	\$ 170	\$ 305	\$ 268	\$ 110	\$ 175	\$ 2,222
Credit Card Processing Fees	\$ 273	\$ 155	\$ 120	\$ 118	\$ 379	\$ 1,004	\$ 426	\$ 391	\$ 149	\$ 335	\$ 107	\$ 599	\$ 4,055
Dues & Subscriptions	\$ 31	\$ 239	\$ 1,220	\$ 499	\$ 49	\$ 420	\$ 1,127	\$ 63	\$ 4,537	\$ 1,636	\$ 57	\$ 673	\$ 10,554
Decorations	\$ -	\$ 300	\$ -	\$ -	\$ 267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567
Special Events	\$ 20,823	\$ 378	\$ 1,303	\$ 27,075	\$ 41,504	\$ 8,176	\$ 15,938	\$ 3,152	\$ 1,100	\$ 5,540	\$ 1,929	\$ 3,031	\$ 129,947
Total Expenditures	\$ 105,426	\$ 161,926	\$ 180,380	\$ 196,838	\$ 226,347	\$ 198,012	\$ 192,342	\$ 168,136	\$ 186,197	\$ 148,383	\$ 178,958	\$ 144,362	\$ 2,260,059
Excess (Deficiency) of Revenues over Expenditures	\$ (76,035)	\$ 422,542	\$ 1,493,866	\$ (74,947)	\$ (226,347)	\$ (138,122)	\$ (100,433)	\$ (146,459)	\$ (157,254)	\$ (135,458)	\$ (186,336)	\$ (135,148)	\$ 436,976
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ (461,545)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (461,545)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ (461,545)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (461,545)
Net Change in Fund Balance	\$ (76,035)	\$ 422,542	\$ 1,493,866	\$ (536,492)	\$ (226,347)	\$ (138,122)	\$ (100,433)	\$ (146,459)	\$ (157,254)	\$ (135,458)	\$ (186,336)	\$ (135,148)	\$ (24,569)

LAKE ASHTON

COMMUNITY DEVELOPMENT DISTRICT

Long Term Debt Report FY 2026

Series 2015-1, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/32	\$1,835,000.00
Reserve Fund Definition Requirement	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$198,375.00	
Reserve Fund Balance		
Bonds outstanding - 9/30/2025		\$1,835,000.00
	November 1, 2025 (Special Call)	(\$75,000.00)
	May 1, 2026 (Mandatory)	(\$215,000.00)
	May 1, 2026 (Special Call)	(\$40,000.00)
Current Bonds Outstanding		\$1,505,000.00

Series 2015-2, Special Assessment Bonds		
Interest Rate:	5.000%	
Maturity Date:	5/1/37	\$360,000.00
Bonds outstanding - 9/30/2025		\$360,000.00
	November 1, 2025 (Special Call)	\$10,000.00
	May 1, 2026 (Mandatory)	(\$20,000.00)
	May 1, 2026 (Special Call)	(\$5,000.00)
Current Bonds Outstanding		\$345,000.00

Total Current Bonds Outstanding		\$1,850,000.00
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SECTION D

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary

October 19, 2026

Date	Check Numbers	Amount
<u>General Fund</u>		
09/17/26	10352-10364	\$168,189.41
09/24/26	10365-10372	\$21,156.39
10/08/26	10373-10381	\$2,984.32
<u>Auto Pay</u>		
9/30/26	8061-8065	\$24,956.82
General Fund Total		\$217,286.94
<u>Capital Projects Fund</u>		
04/17/26	452	\$34,110.00
05/29/26	453	\$28,890.00
06/18/26	454-456	\$12,042.02
07/09/26	457	\$1,500.00
08/13/26	457	\$1,475.00
09/03/26	459	\$1,390.00
10/08/26	460	\$19,040.00
Capital Projects Fund Total		\$98,447.02

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/17/26	00831	8/31/26 42807500	202608 320-57200-54500		*	47.92	
		SUPPLIES 08/26					
		9/08/26 42816051	202609 320-57200-54500		*	47.92	
		SUPPLIES 09/26					
				CINTAS CORP			95.84 010352
9/17/26	00741	9/03/26 43	202609 320-57200-34000		*	46,070.17	
		AMENITY MGMT 09/26					
		9/03/26 43	202609 320-57200-49400		*	124.17-	
		CREDIT FOR LUNCH 09/26					
				COMMUNITY ASSOCIATIONS AND			45,946.00 010353
9/17/26	00621	9/09/26 1093267	202609 320-57200-54501		*	250.00	
		PEST CONTROL 09/26					
		9/09/26 1093268	202609 320-57200-54501		*	150.00	
		PEST CONTROL 09/26					
				COUNTRY BOY PEST CONTROL			400.00 010354
9/17/26	00133	9/15/26 34089	202609 300-15500-10100		*	75,743.00	
		RENEW POLICY 10/26-10/27					
		9/15/26 34090	202609 300-15500-10100		*	850.00	
		RENEW POLICY 10/26-10/27					
				EGIS INSURANCE ADVISORS,LLC			76,593.00 010355
9/17/26	00848	9/14/26 15968	202608 310-51300-31500		*	5,545.92	
		SVCS 08/26					
				KILINSKI VAN WYK PLLC			5,545.92 010356
9/17/26	00843	9/14/26 09142026	202609 320-57200-49400		*	600.00	
		END OF SUMMER EVENT 09/26					
				CHARLES KNIGHT			600.00 010357
9/17/26	00429	9/17/26 092026	202609 300-20700-10200		*	22,853.72	
		TRANSFER OF TAX RECEIPTS					
				LAKE ASHTON CDD			22,853.72 010358
9/17/26	00853	9/11/26 091126	202609 300-15500-10100		*	2,450.00	
		OKTOBERFEST 09/26					
				LICORICE STICKS ENTERTAINMENT			2,450.00 010359
9/17/26	00855	9/14/26 091426	202609 300-22000-10000		*	1,200.00	
		DAMAGE DEPOSIT REFUND					
				VINCENT & BETTY LITTLE			1,200.00 010360
9/17/26	00854	9/11/26 09112026	202609 300-15500-10100		*	700.00	
		PINK PARTY 09/26					
				PETER LOGANZO			700.00 010361
				LAKA LAKE ASHTON			
				SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
9/17/26	00720	9/03/26 28	202609 320-57200-49400	KARAOKE ENTERTAINMNT 9/26	*	600.00	
				WAYNE A. MORSE			600.00 010362
9/17/26	00837	8/17/26 103560	202608 320-57200-34511	CREDIT 08/26	*	207.22-	
		8/31/26 103780	202608 320-57200-34501	SECURITY 08/26	*	6,706.00	
		8/31/26 103780	202608 320-57200-34511	SECURITY 08/26	*	139.75	
		8/31/26 103780	202608 320-57200-34511	SECURITY 08/26	*	103.60-	
				NATION SECURITY SERVICE			6,534.93 010363
9/17/26	00830	9/01/26 PSI30157	202609 320-53800-46800	MAINT 09/26	*	4,670.00	
				SOLITUDE LAKE MANAGEMENT			4,670.00 010364
9/24/26	00851	7/06/26 2424	202607 320-57200-34500	SVCS 07/06/26 G/HSE CAMER	*	325.00	
		8/25/26 2446	202608 320-57200-34500	SVC 8/25/26 ACC/DRS&P00LG	*	1,425.00	
		9/01/26 2422	202607 320-57200-34500	SVCS 07/01/26 POOL GATE	*	480.00	
		9/13/26 2454	202609 320-57200-34500	PREVENT MAINT SEPT 2026	*	1,820.00	
				ALL SYSTEMS GO			4,050.00 010365
9/24/26	00375	9/16/26 09162026	202609 320-57200-54500	CHIMNEY STUCCO REPAIRS	*	1,450.00	
				BROWN'S STUCCO SYSTEMS, INC.			1,450.00 010366
9/24/26	00852	9/14/26 3988	202609 320-57200-54500	BALANCE DUE	*	531.25	
				C&L PRESSURE WASHING SERVICES			531.25 010367
9/24/26	00215	9/01/26 498	202609 310-51300-34000	MGMT FEES SEPT 2026	*	5,985.25	
		9/01/26 498	202609 310-51300-35100	INFORMATION TECHNOLOGY	*	85.83	
		9/01/26 498	202609 310-51300-31300	DISSEMINATION AGT SVCS	*	128.75	
		9/01/26 498	202609 310-51300-51000	OFFICE SUPPLIES	*	2.50	
		9/01/26 498	202609 320-57200-54500	RPLC-TENNIS CT FENCESCREE	*	611.04	
				GMS-CENTRAL FLORIDA, LLC			6,813.37 010368
				LAKA LAKE ASHTON SHENNING			

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/24/26	00098	8/05/26 9623769	202608 320-57200-54500	SUPPLIES	*	59.87	
		8/06/26 8623827	202608 320-57200-54500	SUPPLIES	*	15.46	
		8/10/26 4624284	202608 320-57200-54500	SUPPLIES	*	79.81	
		8/14/26 520130	202608 320-57200-54500	SUPPLIES	*	75.70	
		8/18/26 6620012	202608 320-57200-54500	SUPPLIES	*	83.49	
		8/20/26 4520724	202608 320-57200-54500	SUPPLIES	*	26.95	
		8/21/26 3520852	202608 320-57200-54500	SUPPLIES	*	49.00	
		8/24/26 521148	202608 320-57200-54500	SUPPLIES	*	73.29	
		8/25/26 9613107	202608 320-57200-54500	SUPPLIES	*	41.00	
		8/28/26 6513051	202608 320-57200-54500	SUPPLIES	*	109.27	
		8/31/26 3621471	202608 320-57200-54500	SUPPLIES	*	113.55	
HOME DEPOT CREDIT SERVICES							727.39 010369
9/24/26	00504	9/15/26 108342	202609 320-57200-54500	SVCS SEPT 2026	*	125.00	
KINCAID ELECTRICAL SERVICES							125.00 010370
9/24/26	00837	9/07/26 103885	202609 320-57200-34501	SVCS 08/31/26-09/06/26	*	6,706.00	
NATION SECURITY SERVICE							6,706.00 010371
9/24/26	00817	10/01/26 10129568	202609 300-15500-10100	SVCS OCTOBER 2026	*	753.38	
POOLSURE							753.38 010372
10/08/26	00695	9/21/26 16744750	202610 320-57200-41000	SVCS 10/26	*	490.92	
CHARTER COMMUNICATIONS							490.92 010373
10/08/26	00831	9/21/26 42830255	202609 320-57200-54500	SUPPLIES 09/26	*	56.22	
CINTAS CORP							56.22 010374
10/08/26	00055	9/15/26 20735-09	202609 320-57200-43100	SVCS 09/26	*	582.06	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		9/15/26	20740-09 202609 320-57200-43100 SVCS 09/26		*	191.48	
		9/15/26	37767-09 202609 320-57200-43100 SVCS 09/26		*	45.60	
				CITY OF LAKE WALES-UTILITIES DEPT			819.14 010375
10/08/26	00003	9/29/26	94829223 202609 310-51300-42000 DELIVERY THRU 09/17/26		*	48.95	
				FEDEX			48.95 010376
10/08/26	00835	9/25/26	12540 202609 320-57200-54520 CLEANING HOOD 09/26		*	125.00	
				FLORIDA DEGREASERS INC			125.00 010377
10/08/26	00821	9/18/26	06248351 202609 320-57200-43200 SVCS 09/26		*	107.95	
				GAS SOUTH			107.95 010378
10/08/26	00361	9/17/26	328570 202609 320-57200-54500 AIR FILTER REPLACED 09/26		*	545.00	
				MILLER'S CENTRAL AIR, INC.			545.00 010379
10/08/26	00781	9/01/26	00079070 202609 310-51300-48000 #12566637		*	118.72	
		9/01/26	00079070 202609 310-51300-48000 #12583332		*	134.40	
		9/01/26	00079070 202609 310-51300-48000 #12540588		*	105.28	
		9/01/26	00079070 202609 310-51300-48000 #12583331		*	204.96	
		9/01/26	00079070 202609 310-51300-48000 #12585061		*	82.88	
				USA TODAY MEDIA CORP			646.24 010380
10/08/26	00430	9/12/26	50401637 202610 310-51300-42502 SVCS 10/26		*	144.90	
				WELLS FARGO VENDOR FINANCIAL SVCS			144.90 010381
TOTAL FOR BANK A						192,330.12	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
9/30/26	00825	9/18/26 20000461	202609 320-57200-43200	SERVICE THRU 9/15/2026	*	347.36	
				CENTRAL FLORIDA GAS-ACH			347.36 008061
9/30/26	00217	8/31/26 0654-001	202608 320-57200-43300	RESTAURANT-REFUSE SVCS.	*	439.30	
				REPUBLIC SERVICES #654			439.30 008062
9/30/26	00217	9/30/26 0654-001	202609 320-57200-43300	RESTAURANT-REFUSE SVCS.	*	370.21	
				REPUBLIC SERVICES #654			370.21 008063
9/30/26	00061	9/14/26 SEPT26	202609 320-57200-43000	SERVICE THRU 9/8/2026	*	19,880.15	
				TECO-ACH			19,880.15 008064
9/30/26	00664	9/03/26 1928-090	202608 320-57200-54500	CC PURCHASES THRU 9/3/26	*	832.79	
		9/03/26 1928-090	202608 320-57200-49400	CC PURCHASES THRU 9/3/26	*	1,954.67	
		9/03/26 1928-090	202608 320-57200-51000	CC PURCHASES THRU 9/3/26	*	174.87	
		9/03/26 1928-090	202608 320-57200-52010	CC PURCHASES THRU 9/3/26	*	678.09	
		9/03/26 1928-090	202608 320-57200-54000	CC PURCHASES THRU 9/3/26	*	279.38	
				WELLS FARGO-ACH			3,919.80 008065
TOTAL FOR BANK Z						24,956.82	
TOTAL FOR REGISTER						217,286.94	

LAKA LAKE ASHTON SHENNING

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/17/26	00129	3/31/26 5943 SVCS 03/26	202603 600-53800-60035		*	5,220.00	
		4/14/26 6086 50% BDEPOSIT POND EROSION	202604 600-53800-60003		*	28,890.00	
			TOOLES TRACTOR SERVICES & H20				34,110.00 000452
5/29/26	00129	5/07/26 6239 REMAINING BALANCE 05/26	202605 600-53800-60003		*	28,890.00	
			TOOLES TRACTOR SERVICES & H20				28,890.00 000453
6/18/26	00141	5/22/26 02507 SVCS 05/26	202605 600-53800-60003		*	6,068.00	
			INSIGHT UNDERGROUND SOLUTIONS				6,068.00 000454
6/18/26	00142	5/27/26 1118 SVCS 05/26	202605 600-53800-60003		*	3,800.00	
			NISSI GEOTECHNICAL ENGINEERING LLC				3,800.00 000455
6/18/26	00136	4/23/26 1184 PARKING LOT RESTRIPPING	202604 600-53800-60007		*	2,174.02	
			1-800 STRIPER				2,174.02 000456
7/09/26	00128	7/07/26 07072026 STREET SIGN 50% DEPOSIT	202607 600-53800-60066		*	1,500.00	
			CHILTON LED LLC				1,500.00 000457
8/13/26	00139	12/18/25 LACDD202 BALANCE 12/25	202512 600-53800-69001		*	1,475.00	
			CAPITAL RESERVE ADVISORS				1,475.00 000458
9/03/26	00128	7/03/26 114269 ALUMINUM SIGNS 07/26	202607 600-53800-60066		*	1,390.00	
			CHILTON LED LLC				1,390.00 000459
10/08/26	00137	9/17/26 26-34 BOARDS REPLACED 09/26	202609 600-53800-68023		*	19,040.00	
			BEVIS CONSTRUCTION INC				19,040.00 000460
						TOTAL FOR BANK B	98,447.02
						TOTAL FOR REGISTER	98,447.02

LAKA LAKE ASHTON SHENNING

Lake Ashton CDD
Special Assessment Receipts
Fiscal Year Ending September 30, 2026

Date Received	Collection Period	O&M Receipts	O&M Interest	Debt Svc Receipts	Debt Svc Interest	O&M	Debt	Commissions Paid	Property Appraiser	Net Amount Received	\$2,512,482.00 .36300.10100	\$406,104.15 025.36300.10000	\$2,918,586.15
						Discounts/ Penalties	Discounts/ Penalties				General Fund	21A Debt Svc Fund	Total
											86%	14%	100%
11/10/25	10/20/25-10/21/25	\$ 26,463.11	\$ -	\$ 4,427.12	\$ -	\$ 1,404.81	\$ 236.79	\$ 584.97	\$ -	\$ 28,663.66	\$ 24,557.13	\$ 4,106.52	\$ 28,663.66
11/17/25	10/01/25-10/31/25	\$ 12,845.00	\$ -	\$ 2,071.38	\$ -	\$ 513.78	\$ 82.85	\$ 286.41	\$ -	\$ 14,033.35	\$ 12,084.60	\$ 1,948.76	\$ 14,033.36
11/24/25	11/01/25-11/07/25	\$ 290,297.00	\$ -	\$ 41,635.79	\$ -	\$ 11,611.99	\$ 1,665.38	\$ 6,373.11	\$ -	\$ 312,282.31	\$ 273,111.31	\$ 39,171.00	\$ 312,282.31
11/28/25	11/08/25-11/15/25	\$ 275,551.01	\$ -	\$ 36,010.59	\$ -	\$ 11,015.31	\$ 1,440.37	\$ 5,982.12	\$ -	\$ 293,123.80	\$ 259,244.99	\$ 33,878.82	\$ 293,123.80
12/09/25	11/16/25-11/25/25	\$ 645,502.32	\$ -	\$ 98,436.06	\$ -	\$ 25,813.24	\$ 3,934.41	\$ 14,283.81	\$ -	\$ 699,906.92	\$ 607,295.30	\$ 92,611.62	\$ 699,906.92
12/23/25	11/26/25-11/30/25	\$ 796,390.00	\$ -	\$ 144,827.02	\$ -	\$ 31,855.90	\$ 5,792.89	\$ 18,071.36	\$ -	\$ 885,496.87	\$ 749,243.42	\$ 136,253.45	\$ 885,496.87
12/31/25	12/01/25-12/15/25	\$ 222,973.85	\$ -	\$ 42,200.97	\$ -	\$ 8,516.29	\$ 1,643.76	\$ 5,100.30	\$ -	\$ 249,914.47	\$ 210,168.41	\$ 39,746.07	\$ 249,914.47
01/13/26	12/16/25-12/31/25	\$ 64,543.41	\$ -	\$ 9,909.76	\$ -	\$ 2,035.96	\$ 307.54	\$ 1,442.19	\$ -	\$ 70,667.48	\$ 61,257.30	\$ 9,410.18	\$ 70,667.48
01/29/26	INTEREST	\$ -	\$ 4,642.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,642.73	\$ 3,996.72	\$ 646.01	\$ 4,642.73
02/12/26	01/01/26-01/31/26	\$ 48,363.65	\$ -	\$ 5,962.37	\$ -	\$ 1,039.83	\$ 122.39	\$ 1,063.28	\$ -	\$ 52,100.52	\$ 46,377.34	\$ 5,723.18	\$ 52,100.52
03/13/26	02/01/26-02/28/26	\$ 33,418.89	\$ -	\$ 5,529.39	\$ -	\$ 334.19	\$ 55.29	\$ 771.17	\$ -	\$ 37,787.63	\$ 32,423.01	\$ 5,364.62	\$ 37,787.62
04/20/26	03/01/26-03/31/26	\$ 72,590.06	\$ -	\$ 11,004.54	\$ -	\$ -	\$ -	\$ 1,671.89	\$ -	\$ 81,922.71	\$ 71,138.26	\$ 10,784.45	\$ 81,922.71
04/29/26	INTEREST	\$ -	\$ 136.95	\$ -	\$ 13.11	\$ -	\$ -	\$ -	\$ -	\$ 150.06	\$ 129.18	\$ 20.88	\$ 150.06
06/15/26	05/01/26-05/31/26	\$ 13,904.09	\$ -	\$ 2,133.52	\$ -	\$ -	\$ -	\$ 320.75	\$ -	\$ 15,716.86	\$ 13,626.01	\$ 2,090.85	\$ 15,716.86
06/25/26	06/01/26-06/30/26	\$ 8,053.81	\$ -	\$ 1,364.31	\$ -	\$ -	\$ -	\$ 188.37	\$ -	\$ 9,229.75	\$ 7,892.73	\$ 1,337.02	\$ 9,229.76
07/10/26	06/01/26-06/30/26	\$ 2,646.07	\$ -	\$ 788.80	\$ -	\$ -	\$ -	\$ 68.70	\$ -	\$ 3,366.17	\$ 2,593.15	\$ 773.02	\$ 3,366.17
07/31/26	INTEREST	\$ -	\$ 39.44	\$ -	\$ 6.89	\$ -	\$ -	\$ -	\$ -	\$ 46.33	\$ 39.44	\$ 6.89	\$ 46.33
08/13/26	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,729.52	\$ (30,729.52)	\$ (26,836.32)	\$ (3,893.20)	\$ (30,729.52)
											\$ 2,348,341.97	\$ 379,980.13	\$ 2,728,322.10

Gross Percent Collected	100.21%
Balance Due	(\$6,096.86)

SECTION VII

SECTION A

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL JOINT MEETING SCHEDULE FOR FISCAL YEAR 2026/2027; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lake Ashton Community Development District (“Lake Ashton CDD”) and Lake Ashton II Community District (“Lake Ashton CDD II”) are a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Polk County, Florida; and

WHEREAS, the District’s are required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District’s shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District’s are located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 annual joint meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of October 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Annual Meeting Schedule

Exhibit A

NOTICE OF JOINT MEETINGS OF THE LAKE ASHTON AND LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICTS FISCAL YEAR 2026/2027

The Board of Supervisors of the Lake Ashton and Lake Ashton II Community Development Districts will hold joint scheduled public meetings for Fiscal Year 2026/2027 as follows, unless otherwise indicated:

**Thursday, November 19, 2026 at 11:30 AM at the Lake Ashton Health & Fitness
Center (HFC), 6052 Pebble Beach Boulevard, Winter Haven, Florida
(after Lake Ashton II CDD regular meeting)**

**Monday, February 15, 2027 at 11:30 AM at the Lake Ashton Clubhouse
Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida
(after Lake Ashton CDD regular meeting)**

**Thursday, May 20, 2027 at 11:30 AM at the Lake Ashton Health & Fitness
Center (HFC), 6052 Pebble Beach Boulevard, Winter Haven, Florida
(after Lake Ashton II CDD regular meeting)**

**Monday, August 16, 2027 at 11:30 AM at the Lake Ashton Clubhouse Ballroom,
4141 Ashton Club Drive, Lake Wales, Florida
(after Lake Ashton CDD regular meeting)**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 for the Lake Ashton CDD, or from Governmental Management Services – Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 for the Lake Ashton II CDD. They may also be reached by telephone by calling (407) 841-5524 (Central Florida) or (813) 344-4844 (Tampa).

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

SECTION B

*Item will be
provided under
separate cover.*

SECTION VIII

SECTION A

SECTION 1

SECTION (a)

RESOLUTION 2027-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND
RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Lake Ashton Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and being situated in the City of Lake Wales, Polk County, Florida; and

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of October, 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

Chapter 1 of the

RULES OF THE LAKE ASHTON
COMMUNITY DEVELOPMENT
DISTRICT

AMENDED AND RESTATED
RULES OF PROCEDURE

EFFECTIVE AS OF OCTOBER 19, 2026

AMENDED AND RESTATED RULES OF PROCEDURE
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

- (1) The Lake Ashton Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
 - (a) Agenda packages for prior twenty-four (24) months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jill Burns, jburns@gmscfl.com, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for

the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written or electronically posted

solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and

- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-

qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat. ; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective October 19, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION 2

SECTION (a)

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY AND RATES, CHARGES AND FEES RELATED TO RENTAL RATES ASSOCIATED WITH THE USE OF CERTAIN LAKE ASHTON FACILITIES AND SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the *Amended Fees for Use of Certain Lake Ashton Facilities and Services*, including rates, charges and fees (“**Rental Fee Policy**”) related thereto, as set forth at **Exhibit A**, for immediate use and application; and

WHEREAS, the Board further finds that the adoption of the Rental Fee Policy and imposition of the rates, charges and fees is necessary in order to provide for the expenses associated with reviewing and processing applications for Encroachments and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Rental Fee Policy is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Rental Fee Policy shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of October 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rental Fee Policy

RULES OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

CHAPTER III

AMENDED FEES FOR USE OF CERTAIN LAKE ASHTON FACILITIES AND SERVICES

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of certain rooms/facilities and services in the Lake Ashton Clubhouse (generally referred to herein as the “Clubhouse”) by residents of the Lake Ashton Community Development District (the “District”), non-residents of the District who have paid the applicable non-resident user fee, and members of the general public who neither reside in nor own property within the District and who have not paid the applicable non-resident user fee; to provide procedures for payment of such fees; to provide definitions; and to provide for an effective date.

SECTION 1 – RENTAL AND SERVICE FEES. The Lake Ashton Community Development District does hereby establish a comprehensive fee schedule for the use of certain rooms/facilities (as indicated herein) and services within the Clubhouse by residents of the District, non-residents of the District who have paid the applicable non-resident user fee, and members of the general public who neither reside in nor own property within the District and who have not paid the applicable non- resident user fee.

1.1 Pursuant to §190.035, Florida Statutes, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges ... for the facilities and services furnished by the district ... including, but not limited to, recreational facilities...”.

1.2 The District property owners (“Residents”) have, through the payment of assessments and maintenance fees, made a long-term commitment to financing the construction and operation of the Clubhouse, as well as the ongoing maintenance and operations of the Clubhouse and all related District facilities.

1.3 An additional class of users of the Clubhouse facilities consists of those families and individuals who do not reside in nor own property within the District but who have paid the District’s “non-resident user fee” as established by Chapter II of the District’s rules (“Non-Resident Members”). By payment of the required “non-resident user fee”, such individuals are entitled to utilize the District facilities on the same basis as Residents.

1.4 A final class of users of the Clubhouse consists of those families and individuals who neither reside nor own property within the District and who have not paid the “non-resident user fee” (“Non-Residents”).

1.5 The fee schedule set forth in Section 1.6 herein has been established by the District for payment by Residents, Non-Resident Members and Non-Residents. This fee schedule has been promulgated to provide revenue to equitably contribute to the payment of expenses associated with the operation and maintenance of the Clubhouse rooms/facilities.

1.6 Fee Schedule.

(a) Fees for Residents. Because of the operation and maintenance assessments already paid by Residents of the District, there will be no rental fee for any Resident wishing to reserve the Clubhouse ballroom or any portion thereof, or any other meeting room provided all people in attendance are residents of Lake Ashton (the residency requirement excludes staff and presenters). Residents wishing to reserve the Clubhouse ballroom or other facility for a function where fifty (50) people or more are in attendance and the meeting is not exempt from fees, as described above, are required to pay a fee equal to fifty percent (50%) of the rate applicable to Non-Residents. However, for a Resident to be entitled to a waiver of the fee or a reduced fee, as described herein, the Resident or a member of their immediate family (to include Resident’s children and grandchildren, brothers and sisters, brothers in law and sisters in law, daughters in law and sons in law) must be the direct beneficiary of the reservation, and the Resident must be in attendance for the entirety of, and shall remain primarily responsible for, the event related to the reservation. No fees are to be charged to a resident using the facility for purposes of a memorial service.

(b) Fees for Non-Resident Members. Because of the “non-resident user fees” already paid by Non-Resident Members, the rental fees for individuals in this class shall be identical to those applicable to Residents as set forth above.

(c) Fees for Non-Residents. Any Non-Resident wishing to rent a Clubhouse room or facility for a function, regardless of the number of people that will be in attendance, shall pay rental fees as follows: (i) the fee for the Clubhouse ballroom is up to \$1,750 for the months of May through October; (ii) the fee for Clubhouse ballroom is up to \$2,000 for the months of November through April; (iii) the fee for any other meeting room, space or facility in the Clubhouse is up to \$300; (iv) the fee for reserving a table at Monday Morning Coffee is up to

\$250. Those renting the Ballroom can gain access to the adjacent garden without incurring a separate fee (so long as the garden is reserved in advance within the Ballroom rental). The garden may not be rented separately.

(d) Fees for Clubs and Other Organizations. Lake Ashton clubs and organizations raising funds for fully registered 501(c)(3) charities recognized by the United States Internal Revenue Service or other Lake Ashton non-profit organizations shall pay a \$100 rental fee for any facility reserved, plus any direct expenses occurring as a result of the event. Government entities requesting a facility reservation for public safety purposes or to be used as a polling location shall not be charged a rental fee. No rental fee will be charged to organizations requesting to use the facility for purposes when Lake Ashton Residents will receive reciprocal benefit at other venues, such as Polk Senior Games. No room rental fee shall be charged to Lake Ashton golf associations or other sanctioned Lake Ashton recreational organizations using the facilities for tournaments, competitions or award banquets. No room rental fee will be charged for any valid club or organization (as defined in the District's Amenity Facilities Policies) where no more than fifty (50) non-residents are in attendance. An exception to this fee is Bingo; Bingo shall pay a fee of up to \$600 per rental. A cleanup fee, in an amount determined by the District, may be charged, as necessary; this cleanup fee is in addition to any security deposits and/or other fees charged hereunder.

(e) Security Deposits and Fees. A refundable facility damage security deposit of up to \$1,500 shall be charged to all Non-Residents renting any of the facilities described herein and will be collected by the District in advance in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time. The District and the Non- Resident renter shall coordinate and participate in pre - and post-event inspections of the facility. The release of the facility damage security deposit shall not occur until the District representative has verified that the facility is in the same or better condition than indicated on the pre-inspection checklist. In addition to the facility damage security deposit, a security attendant fee of up to \$1,500 may, in the sole discretion of the District, be collected from the renter based on the number of guests and the length of the event.

(f) Special Event and Entertainment Fees. The District may, from time to time, schedule or otherwise organize special events and/or entertainment; the admission or other fees associated with these types of events can be up to \$250 per ticket.

(g) Newsletter Advertising Fees. The District may publish a monthly community newsletter and charge a fee for advertising in the newsletter to compensate for the production costs of the publication. Fees for advertising in the newsletter may be up to \$600 per page, per month.

(h) Resident Services and Clerical Fees. The District may provide amenity access devices/credentials to Residents. The fees for these can be up to \$100 per access card/fob/band. The District may provide entrance gate openers/tags to Residents. The fees for these can be up to \$100 per opener/tag. The District may provide clerical services to Residents including, but not limited to, making copies, sending/receiving facsimiles, newsletter subscriptions, and laminating. Fees for such services are as follows: copies are \$.10/side (black and white, 8.5x11), \$.20/side (black and white, 8.5x14 or 11x17)), \$.30/side (color, 8.5x11), \$.40/side (color, 8.5x14 or 11x17); local facsimiles are \$1.25 for the first page and \$.25 each additional page; long-distance facsimiles are \$2.25 for the first page and \$.25 for each additional page; international facsimiles are \$6.25 for the first page and \$4 for each additional page; incoming facsimiles are \$.25/page; newsletter subscriptions are up to \$10/month; laminating is up to \$5/page. Fees for Registered Lake Ashton Clubs is as followed: \$0 (black and white copies, paper provided by the Club), \$.05/side (black and white, paper provided by LACDD), \$.15/side (color, paper provided by the Club), \$.25/side (color, paper provided by LACDD).

(i) Sponsorship Fees. The District may facilitate agreements with vendors who want to market to the Lake Ashton community. There may be times when a special event is sponsored by a vendor, and sponsorship fees for such events can be up to \$10,000 per event.

(j) Increases, Fee Non-Refundable. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Clubhouse. All fees shall be non-refundable after receipt by the District except when notice of cancellation is received at least six (6) months in advance of the reserved date. Exceptions to the refund policy may be made from time to time, in the District's sole discretion, if the District is able to re-rent the facility.

(k) Repair and Replacement Fees for Striking of Gate Arms. The District shall impose a fee on any Resident, Non-Resident Member or Non-Resident who strikes, hits, damages, destroys or otherwise impacts (collectively, the "Impact") the District's barrier gate arm(s). Any Impact shall be subject to the payment of the then-current replacement cost for the gate arm, which

shall be \$975 per Impact, and may increase up to \$2,500 per Impact without further rate hearing, based on increased replacement and administrative costs. The purpose of this policy is to ensure replacement costs for an Impact shall be paid by the party at fault, and such costs do not fall on the District's Residents.

(1) Restaurant Rental Fees. In the event the District's Restaurant is unoccupied by a tenant, the Restaurant may be temporarily rented to a Resident, Non-Resident Member, or Non-Resident for a rate of \$0.00 - \$10,000.00 per month, which may be prorated to a daily rate in the District's sole discretion, to allow the temporary renter to provide temporary food services. Such rental rate is inclusive of any necessary security deposit, which security deposit may be refunded in whole, in part, or retained entirely by the District, in its discretion. Any rental of the Restaurant is subject to approval by District staff, and the temporary renter must enter into a rental agreement in a form acceptable to the District.

1.7 Payment of all fees and deposits set forth herein, as well as reservation of said room/facilities, shall be in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time.

1.8 District staff may require individuals wishing to rent the Clubhouse rooms/facilities described herein to provide a completed information sheet as well as execute a waiver and indemnification form prior to using the Clubhouse rooms/facilities.

1.9 In addition to this Rule, all families or individuals desiring to utilize the Clubhouse rooms/facilities will be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

1.10 In accordance with that certain Interlocal Agreement between Lake Ashton Community Development District and Lake Ashton II Community Development District pertaining to reciprocal use of amenity facilities dated December 14, 2005 (the "Interlocal Agreement"), any individuals or families residing or owning real property within Lake Ashton Community Development District shall, for the purposes of this Rule, be treated the same as Residents and shall be subject to the same fee schedule applicable to Residents as set forth herein. Such use by residents of Lake Ashton II Community Development District shall be subject to the Interlocal Agreement and other applicable rules and policies of both districts.

SECTION 2 – DEFINITIONS.

2.1 “District” – The Lake Ashton Community Development District, as defined in Section 2.3 herein.

2.2 “Fee Schedule” – A fee established to defray the cost of operation and maintenance of the Clubhouse property and facilities.

2.3 “Lake Ashton Community Development District” – A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.4 “Resident” – Person or persons owning property within the District or a renter that has been delegated the privileges of the property owner.

2.5 “Non-Resident Member” – Person or persons who do not own a home or lot within the District but have paid the applicable “non-resident user fee” as established by the District.

2.6 “Non-Resident” – Person or persons who do not own a home or lot within the District and have not paid the applicable “non-resident user fee” as established by the District.

2.7 Terms “May” and “Shall” – As used herein, the word “may” is permissive, and the word “shall” is mandatory.

2.8 “Clubhouse” – Real property and improvements owned by the District consisting of and including, but not limited to, the structure commonly referred to as the Lake Ashton Clubhouse.

2.9 “Impact” – Any strike, hit, crash, damage, or other impact to the District’s barrier gate arm(s) by a Resident, Non-Resident Member or Non-Resident.

2.10 “Restaurant” – The restaurant facilities located on District premises, including, but not limited to, the dining area, kitchen, and any other ancillary areas associated with the Restaurant.

SECTION 3 - EFFECTIVE DATE.

This Rule shall be effective as of October 19, 2026.

Specific Authority: Chapter 190.035; 120.54, Florida Statutes

Law Implemented: Chapter 190.035(1), 190.036, 190.012(1), Florida Statutes

SECTION 3

SECTION (a)

RESOLUTION 2027-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY AND RATES, CHARGES AND FEES RELATED TO IMPROVEMENTS WITHIN DISTRICT EASEMENTS, IMPROVEMENTS ON DISTRICT PROPERTY, AND IMPROVEMENTS ATTACHING TO DISTRICT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the *Encroachment Policy*, including rates, charges and fees (“**Encroachment Policy**”) related thereto, as set forth at **Exhibit A**, for immediate use and application; and

WHEREAS, the Board further finds that the adoption of the Encroachment Policy and imposition of the rates, charges and fees is necessary in order to provide for the expenses associated with reviewing and processing applications for Encroachments and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Encroachment Policy is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Encroachment Policy shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of October 2026.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Encroachment Policy

LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT

Encroachment Policy

Effective: October 19, 2026

1. **Scope.** This policy applies to requests to construct/install improvements on property owned by or within easements held by the Lake Ashton Community Development District (“District”) and requests to construct/install improvements on or attaching to District property or District easements. No improvements, including fences, pavers, landscaping, etc., may be constructed or installed on District property, within District easements, or attached to District property (ex. fences and perimeter walls) without approval from the District. This policy is intended to prevent damage which may be caused by unauthorized installation of improvements on District property, obstruction of District easements or attachment to District fences.
2. **Request Procedures.** Individuals who wish to construct or install improvements on District property, within a District easement, or construct or install improvements attaching to District property must (a) submit an application form to the District Manager or his or her designee, and (b) pay a **\$0 - \$5,000** fee to offset the costs of processing the request. The application must be signed by the owner(s) of the property. Please note that fences and other improvements may not be permissible in certain easement areas due to underground improvements, access and maintenance requirements, or other factors in the District’s discretion.
3. **Review.** The District Engineer shall review the encroachment request to determine if the proposed improvement(s) would have a negative impact on any District property and/or improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance request, with or without conditions; or
 - b. Deny the variance request.
4. **Approval.** If approved, the owner(s) of the property must execute an agreement in a form acceptable to the District, which shall be recorded in the Public Records of Polk County, Florida. The District Manager shall have authority to approve applications upon receiving the District Engineer’s recommendation. There shall be no requirement to bring the application before the Board of Supervisors (“Board”) for approval, unless extraordinary circumstances warrant Board consideration. The District’s approval of an application constitutes approval from the District only. The requestor is responsible for obtaining any other necessary approvals, permits and authorizations for the project, including but not limited to approvals from a homeowners’ association, county, municipality, or any other entity having an interest in the project or property utilized.
5. **Denial.** The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if the request, in the District’s sole discretion, poses an undue risk of damage to District property or improvements; unduly limits the District’s rights to use an easement for its stated purpose; poses an undue risk to the health, safety, or welfare of District residents, guests, staff, and invitees; and/or is otherwise incompatible with the nature of the property and/or easement in question. If a request is denied, the requestor may appeal the denial at the next meeting of the Board that is at least ten (10) days from the notice of denial. The Board’s decision upon appeal shall be final.
6. **Encroachment Without Approval.** If improvements are constructed or installed on District property, within a District easement, or attached to District property without approval, or exceed the scope of any prior approval, the District reserves the right to take all available legal action against the person or entity engaging in such unauthorized use.

7. **Severability.** The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.
8. **Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

SECTION D

Reduce On-Site Maintenance Staff & Hire Contractor for Pool and Janitorial*

Reduction for 3rd Mainenance Person	\$	64,242.00
Current Pool Cost w/ staff	\$	12,230.00
Heartland + Chemicals	\$	32,850.00
Increase	\$	20,620.00
Cleaning Proposals (3 Day)		
CSS (Lowest Bid)	\$	45,840.00
Increased cost	\$	(2,218.00)

Keep Same Staffing Levels & Hire Pool Vendor Only

Current Pool Cost w/ staff	\$	12,230.00
Heartland + Chemicals	\$	32,850.00
Increase	\$	20,620.00

*Management and Staff Recommendation

District also contemplates savings on existing cleaning chemical costs

SECTION 1

SECTION (a)

Dear Customer,

Thank you for your continued partnership. It is our privilege to support your pool operations, and we remain committed to providing the highest quality products and services.

As part of our annual account review, please find below your revised Water Management rate for the upcoming year. We have worked diligently to keep this year's adjustment to a minimum, with the increase reflecting only the rising operational costs associated with delivering our services. **Your new Water Management rate will be effective January 1, 2027.**

2027 Base Rate \$1019.20 (billed seasonally as listed below plus any applicable sales tax)

- **Winter (Oct–Mar) \$764.40**
- **Summer (Apr–Sep) \$1274.00**

Save 5% by prepaying your full 2027 annual amount by December 31, 2026. Contact our Accounts Receivable team and request your annual invoice by emailing ar@poolsure.com or calling [1-800-858-7665](tel:1-800-858-7665).

We greatly appreciate your continued partnership and look forward to another year of success together.

SECTION (b)



Central Florida Pool and Spa, LLC
(813) 856-1928
support@centralfloridapoolandspa.com
CPC1459125



Estimate

Name / Address

Lake Ashton CDD
Matthew Fisher
(407)-841-5524

Date 9/25/2026

Estimate # 952057587

*****All estimates are valid for 30 days from the date of the estimate and must be approved in writing.***

Description	Recommend...	Qty	Total
4141 Ashton Club Drive, Lake Wales OPTION 1 – Pool & Spa Service 3x Weekly – No Chemicals --\$1695.00/month Commercial pool and spa service every Monday, Wednesday and Friday. Includes routine cleaning, water testing, brushing, vacuuming as needed, basket cleaning, equipment inspection, filter maintenance/backwashing as needed, and required service logs. Customer supplies all pool and spa chemicals. OPTION 2 – Pool & Spa Service 3x Weekly – Including Chemicals - \$2595.00/month Commercial pool and spa service every Monday, Wednesday and Friday. Includes routine cleaning, water testing, brushing, vacuuming as needed, basket cleaning, equipment inspection, filter maintenance/backwashing as needed, required service logs, and normal chemicals needed to maintain proper pool and spa water chemistry.			

TERMS: Estimate valid 30 days; written approval required. Customer confirms they are the property owner or are authorized to approve the work. Payment is due upon completion unless otherwise stated. Pricing is based on known/visible conditions; concealed conditions or additional work require approval. A \$125 service-call/cancellation fee may apply for no access, no issue found, user-related conditions, or insufficient cancellation notice. Unpaid balances may be subject to lawful collection/recording costs, attorney fees where permitted, and construction lien rights under Florida law. Warranties are subject to applicable manufacturer and CFPS terms.

Total **\$0.00**

Service reflects conditions at time of visit only. No guarantee of safety or illness prevention. Owner/operator responsible for ongoing pool/spa safety and compliance.

SECTION (c)

SECTION 1



Heartland Pools
Your Commercial Cleaning, Repair and Resurfacing Company
6000 S Florida Avenue #5708
Lakeland, FL 33807
863-648-9400
info@heartlandpoolsfl.com

Contract for Pool Cleaning Service for:
Lake Ashton
Remainder of 2026 – Commencement on agreed upon date

Services will include: 1 pool/1 spa

- 3 x per week service. (Monday, Wednesday, and Friday)
- **Chemicals to be provided by PoolSure (chlorine/acid/de powder/stabilizer tablets)**
- Testing and adjusting of chemicals per State and County guidelines.
- Inspection of pumps, filters, chemical feeders, automation systems and operating equipment.
- Reporting of any broken safety and/or operating equipment with proposed estimate to fix equipment.
- Tile Cleaning, Brushing and Vacuuming as needed.
- Cleaning of filter systems to keep them in optimal operating condition.
- Additional cleanup for hurricane or storm debris (beyond normal service) will be billed out at \$100/hr.
- Pool shocking, cleaning, and closing for fecal incidents on weekends or after hours will be billed out at \$150/hr. from office to office.

Monthly Investment:

- \$1,300/Monthly

Pricing and agreement are from January through December of the existing year (unless otherwise expressed above). Consecutive contracts will be signed each year at the beginning of the physical calendar year and be good for 12 months. The contract can be canceled with written 30-day notice by either party.

Initials Required: _____

Maintenance Log - Water chemistry must be checked every day and reported in the logbook. Heartland Pools will do this on our service days ONLY, Property management and owners must be sure this is done any other day. If it is found not to have proper levels, then that body of water must be shut down and reported to Heartland Pools.

CODE REFERENCE: Maintenance Log. 64E-9.004(10). Daily records must be kept for pH and disinfectant residual tested each day the pool is open for use.

Acceptance of services: _____
Signature Title

Print name Date

SECTION 2



Heartland Pools
Your Commercial Cleaning, Repair and Resurfacing Company
6000 S Florida Avenue #5708
Lakeland, FL 33807
863-648-9400
info@heartlandpoolsfl.com

Contract for Pool Cleaning Service for:
Lake Ashton
Remainder of 2026 – Commencement on agreed upon date

Services will include: 1 pool/1 spa

- 3 x per week service. (Monday, Wednesday, and Friday)
- **Chemicals to be provided by Heartland (chlorine/acid/de powder/stabilizer tablets)**
- Testing and adjusting of chemicals per State and County guidelines.
- Inspection of pumps, filters, chemical feeders, automation systems and operating equipment.
- Reporting of any broken safety and/or operating equipment with proposed estimate to fix equipment.
- Tile Cleaning, Brushing and Vacuuming as needed.
- Cleaning of filter systems to keep them in optimal operating condition.
- Additional cleanup for hurricane or storm debris (beyond normal service) will be billed out at \$100/hr.
- Pool shocking, cleaning, and closing for fecal incidents on weekends or after hours will be billed out at \$150/hr. from office to office.

Monthly Investment:

- \$2,000/Monthly

Pricing and agreement are from January through December of the existing year (unless otherwise expressed above). Consecutive contracts will be signed each year at the beginning of the physical calendar year and be good for 12 months. The contract can be canceled with written 30-day notice by either party.

Initials Required: _____

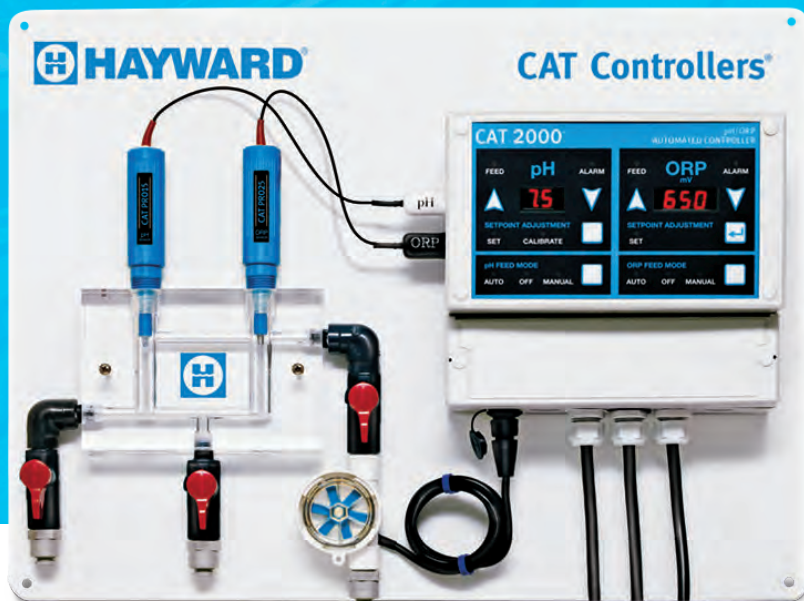
Maintenance Log - Water chemistry must be checked every day and reported in the logbook. Heartland Pools will do this on our service days ONLY, Property management and owners must be sure this is done any other day. If it is found not to have proper levels, then that body of water must be shut down and reported to Heartland Pools.

CODE REFERENCE: Maintenance Log. 64E-9.004(10). Daily records must be kept for pH and disinfectant residual tested each day the pool is open for use.

Acceptance of services: _____
Signature Title

Print name Date

SECTION (d)



WATER CHEMISTRY CONTROL **MADE EASY.**

Easy, cost saving water quality management

Trusted by commercial pools, spas and waterparks around the world, the CAT 2000® constantly monitors pH and sanitizer activity to maintain safe and healthy water quality at all times. Compatible with chlorine, bromine and salt systems.



PROFESSIONAL PACKAGE



STANDARD PACKAGE



POWERFUL CHEMISTRY CONTROL

CAT 2000 pairs CAT Professional Series pH and ORP sensors with a digital, microprocessor-based control interface to make commercial water quality management simple. Advanced control features, like proportional feed, help ensure that the water is always balanced and safe while reducing chlorine consumption.



DURABLE DESIGN

Mounted on a durable PVC backboard, CAT 2000 also features a weatherproof membrane interface for maximum protection against the elements. The sensors are long lasting and low maintenance, and all factory settings are permanently stored in memory in case a reset is ever needed.



EASE OF ACCESS & SIMPLE OPERATION

CAT 2000 (CAT-2000 and CAT-PP2000) includes the controller, sensors, a flow cell and a flow sensor, all factory assembled on a PVC backboard for easy installation. It's also compatible with all existing chemical feed systems—even salt chlorinators.

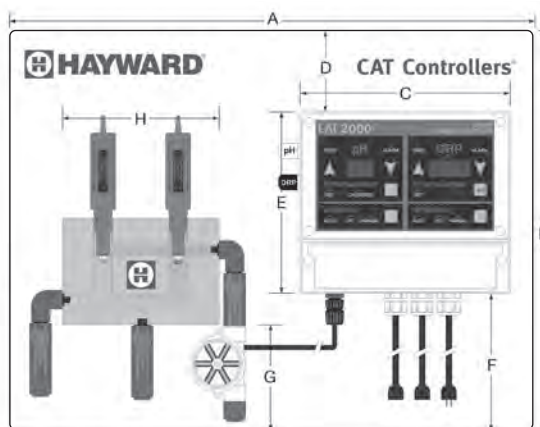


TECHNICAL SPECIFICATIONS

Enclosure	7.25" x 8.25" x 2.63" glass-filled polycarbonate
Interface	UV-protected Lexan membrane switch
Certifications	UL94-5V (UL746 C5), NEMA type 1, 4, 4X, 6, 12, 13 NSF / ANSI Standard 50
Display	Light-emitting diode
Keys	Embossed with stainless tactile domes
Display Range	pH 1.0-9.9 / ORP 5-995 mV
Flow Cell	Standard Pack: Injection Molded Flow Cell - AC063 Professional Pack: Acrylic Flow Cell - AC075
Backboard	CNC machined and beveled PVC
Flow Sensor	Float-style magnetic with embedded reed switch*
Power Input	USA - 15 Amp, 120 VAC 60 Hz Intl. - 10 Amp, 230 VAC 50/60 Hz**
Output Power	pH / ORP relays - 4 Amp, 120/230 VAC
Auxiliary Relay	AUX pH / ORP relays - dry contacts - 4 Amp
Communications	RS232 serial interface Remote alarm - dry contact relay - 4 Amp
Safety Systems	pH low and high alarms ORP low and high alarms pH priority feed Supplemental feed modes pH and ORP overfeed timeout Flow alarms pH Interlock
Set Point Range	pH 7.0-8.0 ORP 200-995 mV
Control Accuracy	pH +/- 0.1 pH ORP +/- 5.0 mV
Alarm Ranges	pH - low 6.0 pH / high 9.0 pH ORP - low 200 mV / high 995 mV
Mode Selections	pH automatic / off / manual for 30 minute direct feed ORP automatic / off / manual for 30 minute direct feed pH feed - acid or base ORP mode - auto / set pH mode - auto / set / calibrate
Optional Equipment	RS232 serial interface cable 2 - lead low-voltage cable Thermal printer / data logger CO ₂ feed systems (pH control)
Inputs	CAT Professional Series pH sensor CAT Professional Series ORP sensor CAT magnetic rotary - flow sensor CAT magnetic float - flow sensor Thermal printer / data logger
Outputs	pH acid feed pH base feed ORP sanitizer feed Chlorine generation interface Remote alarm Data output through RS232
Warranty	5-year limited warranty on controller 2-year warranty on sensors 1-year warranty on wearable items

PART NUMBERS

PART NUMBERS	DESCRIPTION	CARTON	
		QTY	WEIGHT
CAT2000	CAT 2000® Standard Package*	1	15 lbs.
CAT-PP2000	CAT 2000 Professional Package†	1	20 lbs.
CAT-PP2000-AU	CAT2000 Professional Package† with Gold Tip ORP Sensor (Salt Application)	1	20 lbs.



DIMENSIONS

(CAT 2000 Professional Package)

A	21"
B	16"
C	8.25"
D	4.5"
E	8"
F	16"
G	7"
H	3.125"

OPTIONAL EQUIPMENT

PART NUMBER	DESCRIPTION	CARTON	
		QTY	WEIGHT
HCSC110	Saline C® 11.0 Salt Chlorine Generator	1	50 lbs.
HCSC60	Saline C® 6.0 Salt Chlorine Generator	1	25 lbs.
PTC15	Variable Speed 50 GPD Chemical Feed Pump and 15 Gallon Tank Combo Kit	1	15 lbs.
PTC30	Variable Speed 50 GPD Chemical Feed Pump and 30 Gallon Tank Combo Kit	1	35 lbs.
AC004	Standard CO ₂ System	1	7 lbs.
AC005	High Output CO ₂ System (100,000 Gallons+)	1	7 lbs.
AC006	CO ₂ Auto Tank Switch Over System	1	6 lbs.
AC015	VAalve-Brass 110 VAC, 3/4 in (Erosion Feeder)	1	3 lbs.



pH/Cl CHEMICAL FEED SYSTEMS



CO₂ FEEDER



SALINE C® SYSTEM

* Standard Package includes Molded Flow Cell and Float-Style Flow Sensor

** For international version and part number information, please contact your local Hayward® sales representative

† Professional Package includes Machined Acrylic Flow Cell and Rotary Flow Sensor

» haywardcommercialpool.com » 1-800-HAYWARD

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LITCC2000SS24

 INNOVATION MADE EASY.

SECTION 1



Central Florida Pool and Spa, LLC
(813) 856-1928
support@centralfloridapoolandspa.com
CPC1459125



Estimate

Name / Address

Lake Ashton CDD
Matthew Fisher
(407)-841-5524

Date 9/25/2026

Estimate # 952057588

*****All estimates are valid for 30 days from the date of the estimate and must be approved in writing.***

Description	Recommend...	Qty	Total
4141 Ashton Club Drive, Lake Wales - Complete Pool & Spa Chemical Automation System Provide and install a complete new commercial chemical-control and feed system for the swimming pool and spa. * New commercial chemical controller for swimming pool * New commercial chemical controller for spa * New pH and ORP probes for both systems * Four new Stenner chemical feed pumps * New chlorine storage tank * New acid storage tank * Tank fittings and pickup assemblies * New chemical tubing * New injection fittings and check valves * New flow cells/sample plumbing as required * Electrical connections and mounting hardware * Plumbing modifications required for installation * Programming and calibration * Complete startup and operational testing System will provide independent automated chlorine and pH control for both the swimming pool and spa.			12,995.00

TERMS: Estimate valid 30 days; written approval required. Customer confirms they are the property owner or are authorized to approve the work. Payment is due upon completion unless otherwise stated. Pricing is based on known/visible conditions; concealed conditions or additional work require approval. A \$125 service-call/cancellation fee may apply for no access, no issue found, user-related conditions, or insufficient cancellation notice. Unpaid balances may be subject to lawful collection/recording costs, attorney fees where permitted, and construction lien rights under Florida law. Warranties are subject to applicable manufacturer and CFPS terms.

Total \$12,995.00

Service reflects conditions at time of visit only. No guarantee of safety or illness prevention. Owner/operator responsible for ongoing pool/spa safety and compliance.

SECTION 2

Heartland Pools
6000 South Florida Avenue #5708
Lakeland, Florida 33807

Estimate

Date	Estimate #
9/24/2026	5908

Name / Address
Lake Ashton CDD c/o GMS-SF. LLC 5385 N Nob Hill Rd Sunrise, FL 33251

			Project
Description	Qty	Cost	Total
Pool - Install new automation board, 2 stenners and 2 new chemical containers (normally \$4,600; decreasing by \$300 due to dual install)	1	4,300.00	4,300.00
Spa - Install new automation board, 2 stenner and 2 new chemical containers (normally \$4,600; decreasing by \$300 due to dual install)	1	4,300.00	4,300.00
Labor	2	125.00	250.00
		Total	\$8,850.00

Customer Signature _____

SECTION 3

POOL + SPA SERVICE

Compare the two ways to get cleaning and chemicals | Three cleaning visits each week
2027 PoolSure: \$1,019.20/month average | Winter \$764.40/month | Summer \$1,274/month

CURRENT - STAFF MAINTAINS

POOLSURE CHEMICALS	YEAR 1
Staff performs pool and spa maintenance	Chemicals \$12,230.40
\$1,019.20/month avg.	Equipment \$0
No new equipment	TOTAL \$12,230.40

Current cost includes chemicals only.
Staff time is not included in this amount.

HEARTLAND POOLS

KEEP POOLSURE	YEAR 1
Heartland \$1,300 + PoolSure \$1,019.20	Service \$27,830.40
\$2,319.20 per month	Equipment \$0
No new equipment	TOTAL \$27,830.40

VENDOR SUPPLIES CHEMICALS	YEAR 1
Heartland cleaning + chemicals	Service \$24,000
\$2,000 per month	Equipment \$8,850
Controllers: \$8,850 one time	TOTAL \$32,850

Purchasing the controllers reduces the monthly cost by \$319.20 compared with keeping PoolSure. Those savings cover the \$8,850 purchase cost in approximately 2 years and 4 months.

CENTRAL FLORIDA POOL & SPA

KEEP POOLSURE	YEAR 1
Central Florida \$1,695 + PoolSure \$1,019.20	Service \$32,570.40
\$2,714.20 per month	Equipment \$0
No new equipment	TOTAL \$32,570.40

VENDOR SUPPLIES CHEMICALS	YEAR 1
Central Florida cleaning + chemicals	Service \$31,140
\$2,595 per month	Equipment \$12,995
Controllers: \$12,995 one time	TOTAL \$44,135

Purchasing the controllers reduces the monthly cost by \$119.20 compared with keeping PoolSure. Those savings cover the \$12,995 purchase cost in approximately 9 years and 1 month.

SECTION 2

Scope of Service

- Cleaning services are normally performed Monday through Saturday 9:00 p.m. and 6:00 a.m. Option #2 would be Monday, Wednesday, and Friday between 9:00 p.m. and 6:00 a.m.
- The contracted vendor will supply all tools, equipment, and compounds necessary to complete cleaning services.
- The contracted vendor will provide MSDA sheets for all chemicals and cleaning agents.
- Monthly inspections with designated Lake Ashton staff will be scheduled.
- Vendor should communicate any items needing repair or safety concerns to designated Lake Ashton staff.
- Vendor should communicate with staff using communication log, telephone, and electronic mail.

Entrance Foyer, Hallways and all other Entrance Doors

Each Visit

Sweep and mop vinyl flooring

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

Dust furniture and surfaces

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

Damp wipe baseboard as needed but not less than once weekly

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

Ballroom and Cinema

Each Visit

Vacuum carpeted areas

Damp wipe counters, tabletops and surfaces

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

Dust mop or spot clean hardwood flooring as needed

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

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

Dust all windowsills as needed but not less than once weekly

Damp wipe baseboard as needed but not less than once weekly

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

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

Fitness Center

Each Visit

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

Refill all dispensers

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

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

Damp wipe equipment as needed but not less than once weekly

Damp wipe baseboard as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust window blinds as needed but not less than once weekly

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

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

6 (six) Restrooms/Locker Rooms

Each Visit

Refill all dispensers

Clean mirrors, counters and surfaces

Clean and sanitize all sinks, showers, sitting areas, commodes and urinals

Sweep and mop floors

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

Dust vents as needed but not less than twice monthly

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

Game (Billiard) Room

Each Visit

Vacuum carpeted areas

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

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

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

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than twice monthly

Card Room

Each Visit

Sweep and mop floors

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

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

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

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than twice monthly

Ashton (Bowling) Lanes

Each Visit

Sweep and mop floors

Clean tables, counters and surfaces

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

Media Center

Each Visit

Sweep and mop floors

Damp wipe counters, cubicles, shelves, tabletops and surfaces

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

Damp wipe baseboard as needed but not less than once weekly

Damp wipe windowsills as needed but not less than once weekly

Dust vents as needed but not less than once weekly

Dust window blinds as needed but not less than once weekly

Thompson Nursery Road Entrance Gate

Each Visit

Refill all dispensers

Clean mirrors, counters and surfaces

Clean and sanitize all sinks, commodes/urinals

Sweep and mop floors

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

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

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

Dust window blinds as needed but not less than once weekly

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

Craft Room**Each Visit**

Refill all dispensers

Clean counters and surfaces

Clean and sanitize sink

Sweep and mop floors

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

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

Dust window blinds as needed but not less than once weekly

Conference Room**Each Visit**

Sweep and mop ceramic tile flooring

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

Clean tables and surfaces

Spot clean glass, mirrors and windows

Damp wipe windowsills as needed but not less than once weekly

Damp wipe baseboard as needed but not less than once weekly

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

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

Dust window blinds as needed but not less than once weekly

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

Ballroom Kitchen**Each Visit**

Refill all dispensers

Clean counters and surfaces

Clean and sanitize sink

Sweep and mop floors

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

Dust vents as needed but not less than twice monthly

SECTION (a)



September 29, 2026

Lake Ashton CDD
Matt Fisher
Field Manager
Governmental Management Services-CFL
4141 Ashton Club Dr.
Lake Wales, Florida 33859

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. CSS has completed a thorough inspection of the Clubhouse amenities, and after careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 30th year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, clubhouses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customers' needs, provides our clients worry-free service.



OUR MISSION

At CSS, we are committed to exceed our customers' expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

GOAL

100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to developing a relationship with your company.

Sincerely yours,

Tracy Chacon
President CSS
tchacon@starcss.com
407-456-9174

Sandro Di Lollo
Vice-President CSS
sdilollo@starcss.com
407-668-1338



CSS CLEANING SPECIFICATIONS

As Provided by Customer

See Attached Scope of Services



PRICING FOR SERVICES

Janitorial Services 3 days a week as described \$ 3,820.00 monthly
Monday – Wednesday – Friday from 9:00 pm to 6:00 pm

Janitorial Services 6 days a week as described \$ 6,240.00 monthly
Monday through Saturday from 9:00 pm to 6:00 pm

Labor, chemicals, and all equipment and cleaning tools will be provided by
CSS Clean Star Services. Products used to Disinfect for the Covid19, are
CDC certified and approved.



CLEANING CONTRACT AGREEMENT

The undersigned hereby accepts the proposal of CSS Clean Star Services of Central Florida, Inc. upon the following terms:

1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
4. In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: sdilollo@starcss.com Mail: 11121 Camden Park Dr. Windermere, Florida 34786
5. If the customer wants to cancel or amend the contract the costumer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
6. Other services performed upon request:
7. Start Date:

IN WITNESS WHEREOF, The parts have duly executed and sealed this agreement as of the day and year first above written

Printed Name CUSTOMER
Lake Ashton CDD

Printed Name CONTRACTOR
CSS Clean Star Services of
Central Florida Inc.

By: _____
Date: _____

By: _____
Date: _____

SECTION (b)



Orchid Cleaning Services of Central Florida, Inc.

Commercial & Municipal Janitorial Services

3580 Recker Hwy, Ste B

Winter Haven, FL 33880

(863) 324-2000

OrchidCleanSerInc@gmail.com

orchidcleaningservice.com

September 30, 2026 (Revision 1)

SUBMITTED TO

Lake Ashton Community Development District
c/o Governmental Management Services-CFL
Attn: Matthew Fisher, Field Manager · MFisher@gmscfl.com
219 E. Livingston St, Orlando, FL 32801 · (407) 841-5524
Site: Lake Ashton Clubhouse, 4141 Ashton Club Drive, Lake Wales,
FL 33859

Proposal No.: ORC-2026-0928L, Rev. 1
Service: Clubhouse janitorial, three options
Scope basis: District Scope of Service (RFP), 9/28/26
Proposed start: Within 30 days of award
Valid Through: November 30, 2026

PROPOSAL — CLUBHOUSE JANITORIAL SERVICES, THREE OPTIONS

Thank you for the invitation to bid. This proposal prices the District's Scope of Service for the Lake Ashton Clubhouse (about 26,000 square feet: entrance foyer and hallways, ballroom and cinema, fitness center, six restrooms and locker rooms, game room, card room, bowling lanes, media center, craft room, conference room and ballroom kitchen, with LVT flooring through most of the building) plus the Thompson Nursery Road entrance gate, exactly as written, on the two schedules requested plus a Monday through Friday option. All options are cleaned between 9:00 PM and 6:00 AM by a fixed two-person team. Orchid furnishes all tools, equipment and cleaning products and keeps safety data sheets on site; the District furnishes paper goods, hand soap, can liners and the dance-floor product it specifies.

PRICING — ALL OPTIONS, SALES-TAX EXEMPT

OPTION	SCHEDULE	PER VISIT	PER WEEK	PER MONTH	PER YEAR
Option 1	Monday, Wednesday, Friday (three nights a week)	\$295.00	\$885.00	\$3,835.00	\$46,020.00
Option 2	Monday through Friday (five nights a week)	\$215.00	\$1,075.00	\$4,658.33	\$55,900.00
Option 3	Monday through Saturday (six nights a week)	\$189.00	\$1,134.00	\$4,914.00	\$58,968.00
Included in all	Weekly hardwood dance-floor treatment (District-specified product), weekly window, door, blind, sill and baseboard work, twice-monthly vents, fans and light fixtures, the entrance gate restroom every visit, the monthly inspection walk with District staff, the communication log, and repair and safety reporting.				
Floor care, on request	Carpet hot-water extraction \$0.21 per sq ft · ceramic tile and grout machine clean \$0.54 per sq ft · VCT strip and wax \$1.08 per sq ft · wood floor clean and polish \$0.90 per sq ft. Measured first, performed only on written approval.				

Monthly price is the weekly price times 52 weeks over 12 months. Invoiced monthly in arrears for the visits served; holiday closures are skipped and credited at the per-visit rate. No sales tax is charged to the District on its exemption certificate.

WHAT EACH VISIT LOOKS LIKE

- **Arrival 9:00 PM or later, gone by 6:00 AM.** The team enters on the District's key and alarm code, works the building on a fixed route (restrooms and locker rooms first, then the ballroom, cinema and activity rooms, then the foyer, hallways and entrance glass last so they are spotless for the morning), and closes out with lights, doors and alarm per the District's instructions.
- **Trash and recycling** are kept separate at every can and carried to the District's dumpster and recycling container; liners replaced as needed.

SCOPE OF SERVICE — AS WRITTEN BY THE DISTRICT, AREA BY AREA

Every line of the District's Scope of Service is included in all three options. "Each visit" items are done every service night; "weekly" and "twice monthly" items are done at least that often and more often as needed.

AREA	EACH VISIT	WEEKLY (AT LEAST) / TWICE MONTHLY
Entrance foyer, hallways, all entrance doors	Sweep and mop LVT flooring; remove trash, recyclables separate, liners replaced; dust furniture and surfaces; spot clean glass, mirrors and windows	Windows top to bottom; damp wipe baseboards; doors top to bottom; dust the hallway shelves
Ballroom and cinema	Vacuum carpet; damp wipe counters, tabletops and surfaces; remove trash; dust mop or spot clean the hardwood dance floor; spot clean windows and doors	Windows and doors top to bottom; all windowsills; baseboards; hardwood dance-floor treatment as specified by staff ; vents and ceiling fans twice monthly
Fitness center	Remove trash; refill dispensers; dust mop flooring; spot clean doors, glass, windows and mirrors; damp wipe equipment as needed	Sweep and wet mop; doors top to bottom; equipment damp wiped; baseboards; windowsills; blinds; windows top to bottom; vents and fans twice monthly
Six restrooms and locker rooms	Refill dispensers; clean the triple vanities, vanity and full-length mirrors, counters and surfaces; clean and sanitize sinks, showers, sitting areas, every stall and the accessible restroom, commodes and urinals; sweep and mop LVT floors; remove trash	Doors top to bottom; damp wipe baseboards; vents twice monthly
Game (billiard) room	Vacuum carpet; remove trash; spot clean windows	Windows top to bottom; light fixtures, woodwork, baseboards and wood trim; windowsills; vents twice monthly
Card room	Sweep and mop LVT floor; wipe tables and chairs; remove trash; spot clean windows	Windows top to bottom; light fixtures, woodwork, baseboards and wood trim; windowsills; vents twice monthly
Ashton (bowling) lanes	Sweep and mop the floors around the lanes (approach and seating areas); clean tables, counters and surfaces; remove trash	Included in the weekly building pass
Media center	Sweep and mop LVT floor; vacuum the area rug; damp wipe counters, cubicles, shelves, tabletops and surfaces; remove trash	Baseboards; windowsills; vents; blinds; ceiling fans
Thompson Nursery Road entrance gate	Refill dispensers; clean mirrors, counters and surfaces; clean and sanitize sinks and commodes; sweep and mop; remove trash	Windows and doors top to bottom; blinds; vents and light fixtures twice monthly
Craft room	Refill dispensers; clean counters and surfaces; clean and sanitize sink; sweep and mop; remove trash	Blinds; vents and ceiling fans twice monthly
Conference room	Sweep and mop ceramic tile; remove trash; clean tables and surfaces; spot clean glass, mirrors and windows	Windowsills; baseboards; windows and doors top to bottom; blinds; vents and fans twice monthly
Ballroom kitchen	Refill dispensers; clean counters and surfaces; clean and sanitize sink; sweep and mop; remove trash	Vents twice monthly

ALSO PROVIDED, PER THE SCOPE OF SERVICE

- **Tools, equipment and compounds:** commercial backpack and upright HEPA vacuums, microfiber flat-mop system, auto-scrubber for the large hard-floor areas, dust mops for the dance floor, neutral and disinfectant products. Nothing is charged back to the District.
- **Safety data sheets:** an SDS binder for every chemical and cleaning agent is delivered before the first visit and kept in the janitor closet, with a copy to the designated staff; updated whenever a product changes.
- **Communication:** communication log at the front desk, plus phone and email to the designated Lake Ashton staff; repairs and safety concerns reported the same night.

CREW, ACCESS & QUALITY

- **Crew:** a fixed two-person night team assigned to Lake Ashton so the same faces are in the building every visit, with a working lead on every visit and the owner as the District's point of contact. Staff are employees, not subcontractors; uniformed; background-checked before the first visit; the crew list is furnished to the District and updated if it changes.
- **Hours:** all work between 9:00 PM and 6:00 AM. Residents and staff never see a cleaning cart during clubhouse hours. Holiday closures are skipped and credited.
- **Keys and alarm:** held by the owner and the team lead only, signed for, and returned the day service ends. No one other than the assigned team enters on the District's key.
- **Property and privacy:** nothing on a desk, counter or in an office is read, moved or thrown away; only what is in a trash can leaves the building. The restaurant, offices and any room the District designates are entered only as instructed.
- **Quality:** visit log every night; monthly inspection walk with District staff, which the owner attends; anything missed corrected within one business day at no charge; the owner reachable by cell for anything urgent.
- **Dispensers** are refilled from District stock in all six restrooms and locker rooms, the fitness center, the craft room, the ballroom kitchen and the gate restroom; low stock is noted on the communication log.
- **Events:** when the ballroom is used for an evening event, the team cleans it after the event on the same night's visit at no change in price. Setup and teardown of tables and chairs are not included.

ABOUT ORCHID CLEANING

Company	Orchid Cleaning Services of Central Florida, Inc. — 3580 Recker Hwy, Ste B, Winter Haven, FL 33880 · Polk County, since 2011
Contact	Joey Maher, Owner · (603) 484-0832 · OrchidCleanSerInc@gmail.com
Lake Ashton	Already working with the District: fitness center floor strip and wax with Community Director Denise Plavetzky, scheduled October 6 and 8, 2026.
Night janitorial accounts	Central Florida Health Care (three clinics, nightly), Lakeland Chrysler Dodge Jeep Ram (nightly), Chevrolet Center, FlowTrans, Citizens Defending Freedom, Watermarc — contacts on request
Insurance	General liability \$1M / \$2M, workers' compensation and commercial auto; certificate naming the Lake Ashton Community Development District and Governmental Management Services as additional insured furnished on award
Staff	Employees, not subcontractors; background-checked; uniformed; trained on our written safety and chemical-handling program (job safety plan, hazard communication, SDS)
Equipment	Commercial HEPA vacuums, microfiber flat-mop system, auto-scrubber, steam cleaner for tile and grout, low-speed buffer, carpet extractor; neutral and disinfectant products with SDS on file

TERMS

- 1. **Term.** Twelve months from the start date, renewing annually unless either party gives 30 days’ written notice. The District may terminate for convenience on 30 days’ written notice, and either party for cause on 15 days’ written notice if a documented problem is not corrected. We will sign the District’s standard services agreement if it prefers its own form.
- 2. **Invoicing.** Invoiced monthly in arrears at the option price, net 30 (Florida Local Government Prompt Payment Act). No sales tax on the District’s exemption certificate. Partial months are billed per visit at the per-visit rate.
- 3. **Supplies.** Orchid furnishes all cleaning products, equipment and microfiber. The District furnishes toilet tissue, paper towels, hand soap, can liners and the dance-floor product it specifies; low stock is noted on the log, and we can supply any of these at cost plus 15% if the District prefers.
- 4. **Changes.** The District may switch between options, or change the service days, on 30 days’ written notice at the prices in this proposal. Areas may be added or removed at a per-visit rate agreed in writing. Pricing is firm for the first twelve months.
- 5. **Extras.** Carpet extraction, tile and grout, strip and wax, wood floor polishing, post-event deep cleans, pressure washing and exterior window washing are measured or quoted first and performed only on the District’s written approval.
- 6. **Insurance and indemnity.** Orchid maintains the coverage above for the term and indemnifies the District against claims arising from Orchid’s negligence in performing this work.

EXCLUSIONS

- 1. The restaurant and its kitchen, the pool deck and pool restrooms unless added by written change, and the exterior of the building.
- 2. Event setup and teardown of tables, chairs and staging; dishes and catering equipment.
- 3. Bowling lane surfaces, gutters and pinsetting equipment (lane care stays with the District or its lane vendor).
- 4. Carpet extraction, floor stripping and refinishing, and the interior of display cases, cabinets and lockers (priced separately, above).
- 5. Biohazard, mold or hazardous-material clean-up; repairs and maintenance of fixtures, dispensers, equipment or plumbing (reported, not repaired).

ACCEPTANCE

The Lake Ashton Community Development District accepts this proposal for clubhouse janitorial services under ☐ Option 1, Monday, Wednesday and Friday, \$3,835.00 per month ☐ Option 2, Monday through Friday, \$4,658.33 per month ☐ Option 3, Monday through Saturday, \$4,914.00 per month, beginning on _____, 2026.

_____	_____	_____
Authorized signature, Lake Ashton CDD	Printed name and title	Date

Joey Maher, Owner — Orchid Cleaning Services of Central Florida, Inc.	Date	

Respectfully submitted, Joey Maher
Owner · (603) 484-0832 · OrchidCleanSerInc@gmail.com · September 30, 2026

SECTION (c)

JANITORIAL SERVICE | PRICE COMPARISON

Lake Ashton CDD • Clubhouse cleaning • October 2026

3 DAYS PER WEEK

Monday, Wednesday and Friday

VENDOR	MONTHLY COST	ANNUAL COST
CSS Clean Star Services	\$3,820	\$45,840
Orchid Cleaning Services	\$3,835	\$46,020

CSS costs \$15 less per month / \$180 less per year.

6 DAYS PER WEEK

Monday through Saturday

VENDOR	MONTHLY COST	ANNUAL COST
CSS Clean Star Services	\$6,240	\$74,880
Orchid Cleaning Services	\$4,914	\$58,968

Orchid costs \$1,326 less per month / \$15,912 less per year.

5 DAYS PER WEEK — ORCHID ONLY

Monday–Friday: \$4,658.33/month | \$55,900/year quoted. CSS did not quote this option.