

*Lake Ashton II
Community Development District*

Agenda

January 15, 2021

AGENDA

Lake Ashton II

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

January 8, 2021

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton II Community Development District** will be held **Friday, January 15, 2021 at 9:00 AM at 6052 Pebble Beach Blvd., Winter Haven, FL 33884**. Masks will be required for all in attendance. For the safety of all in attendance, social distancing measures will be in place, including limiting capacity at the meeting location to **100 people**, on a first come, first served basis. All others will need to participate using the remote participation options specified below, which allow for full public participation and comment.

Members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM** on **Thursday, January 14, 2021**.

Zoom Video Link: <https://zoom.us/j/91095803577>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 910 9580 3577

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments received from members of the public in advance of the meeting;*

we ask those members of the public wanting to address the Board directly, first state his or her name and his or her address.¹⁾

4. Approval of Minutes of the December 18, 2020 Board of Supervisors Meeting
5. Unfinished Business
 - I. Consideration of Agreement with Yellowstone Landscape for Landscape and Irrigation Maintenance Services
6. New Business
 - A. Discussion Regarding Memorial Program (*requested by Supervisor Mecsics*)
 - B. Discussion Regarding the Maintenance of Rattlesnake Lake and Lake Hart (*requested by Supervisor Littlewood*)
 - C. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021
7. COVID Procedure Update
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Golf Course Update from Indigo Golf
 - D. Lake Ashton II Community Director
 - E. District Manager's Report
9. Financial Report
 - A. Approval of Check Run Summary
 - B. Combined Balance Sheet
10. Supervisors Requests
11. Public Comments
12. Adjournment

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

MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on Friday, **December 18, 2020** at 9:04 a.m. at 6052 Pebble Beach Blvd., Winter Haven, FL.

Present and constituting a quorum were:

James Mecsecs	Chairman
Bob Zelazny	Vice Chairman
Duff Hill	Assistant Secretary
Colette McKie	Assistant Secretary
Angie Littlewood	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Sarah Sandy	District Counsel, HGS <i>via Zoom</i>
Alan Rayl	District Engineer
Mary Bosman	Community Director
Brian Rhodes	Indigo Golf Partners
Ron Lavoie	Indigo Golf Partners
Brett Sealy	MBS
Archie Campbell	Applied Aquatics <i>via Zoom</i>
Pete Whitman	Yellowstone
Dana Bryant	Yellowstone

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 9:00 am and five Supervisors were in attendance constituting a quorum. The Board recited the pledge of allegiance.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Mr. Mecsecs: Are there any changes or additions to the meeting agenda? Sarah, I would like to add that we have some Supervisors' comments that should be added in there. When we get to public comments, I'll have something to say about how we do our procedures for the Board meeting.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda *(the District Manager will read any questions or comments received from members of the public in advance of the meeting; we ask those members of the public wanting to address the Board directly first state his or her name and his or her address. All comments, including those read by the District Manager, will be limited to three (3) minutes)*

Ms. Burns: I have received 2 comments. One is a speaker card listed here and one was through email. Neither of them are on agenda items, so we will hold them to the end.

Mr. Mecsecs: Before we start as we go through the meeting procedures, to ensure that all Supervisors have the opportunity to speak on topics each will request the floor and be recognized by the Chair. The Supervisor who then has the floor, they have it until they are done or until they yield to others. That keeps it from looking like family feud with everybody trying to hit the buttons. When Supervisors do have the floor, their comments are theirs and if there are any retorts or rebuttals the other Supervisors may request the floor. The public comments at the end will be either verbally transmitted or submitted in writing. If a Supervisor receives one directly, they will present it to the District Manager at the beginning of the meeting for reading either at the beginning or the end. The Board will respond if a question is raised at the end, and the appropriate Supervisor will be designated by the Chairman to answer the questions.

FOURTH ORDER OF BUSINESS

Presentation from MBS Capital Markets Regarding Potential Refinancing of Series 2005 Bonds

Mr. Mecsecs: First thing that we have here is a Presentation from MBS Capital Markets regarding potential refinancing of Series 2005 bonds.

Mr. Sealy: Good morning Mr. Chairman and Board. My name is Brett Sealy. I'm a managing partner with MBS Capital Markets. The Board had previously engaged my firm earlier in the year to explore the potential of refinancing opportunities pertaining to the CDD's outstanding series of bonds. Included within your agenda package are

presentation materials and just to confirm everybody's got those in front of them so I don't need to do a shared screen?

Ms. Burns: Correct.

Mr. Sealy: Terrific, thank you. If you'll turn to page 2, I will be brief with the commercial on the firm because it had previously been provided, but for the benefit for those Board members that may not be familiar with my firm MBS Capital Markets is a registered broker dealer that specializes in special tax District finance. The key professionals and partners of the MBS firm have completed approximately \$15 billion of total financing representing about a thousand separate transactions. Together with our current firm and our predecessor firm that actually had starting working on the Lake Ashton project back with the original series of bonds issued by the Lake Aston Community Development District in 2001. We've completed about 174 refinancings over the course of the last 10 years with a volume of about \$1.9 billion. This isn't something that we just dabble in. It's something that we specialize in and frankly solely focus on as the business efforts for the MBS firm. If you will turn to page 3, we've provided an outline specifically of the 2005A Bonds which are the bonds that currently qualify or are a candidate for a potential refinancing. The bonds were originally issued back in 2005 in the principal amount of \$7,705,000, together with the 2005B bonds which have since been paid in full. The bonds funded a portion of the public infrastructure for the Ashton West project. Originally the assessments levied in connection with the 2005A bonds were levied on 416 planned units of the golf course, however, as you are aware the special assessments in conjunction with the golf course have been pre-paid and approximately 100 home owners have pre-paid their assessments leaving 316 lots within this phase that are subject to the 2005A bonds. The 2005A bonds are currently outstanding in the amount of \$3,915,000. They became optionally callable some time back. As mentioned the 2005 bonds are no longer outstanding. The 2005A bonds, have an interest rate, currently interest rate at 5.38 and a final maturity of May 1, 2036. I'm turning now to page 4. As we approach refunding, there really are two different structures that are available to the District that we can employ. One of them is a public offering, which is very similar to what was done in order to issue the bonds at the outset. A public offering in this case, in order to achieve the best economic result would typically require obtaining a credit rating and potentially credit

enhancement in the form of bond insurance and a surety bonds. The other option is a private placement where we would put out a credit package to a number of banks and then seek term sheets from those banks as it relates to the pursuit of the refinancing. How we proceeded with CDD refinancing over a course of many, many, years, has oscillated back and forth between greater economic benefit in the public offering market and at times greater economic benefit in the private placement market. More recently, we've put bank packages out on approximately a half a dozen different CDD refinancings and we've had rather limited response from banks. Now, we are hopeful in light of news of a vaccine and banks reengaging in the market that perhaps we will start to get more of a response going forward. However, we still have the opportunity of the public offering market. Based upon the recent term sheets that we've received back from banks and the current interest rate environment in public offering market, these two markets in terms of economic benefit, are almost on top of each other. If you'll turn to page 5, as mentioned even with either one of the pursuit of public offering or private placement, the credit analysis that's done is essentially the same. A credit package in the case of a public offering would be prepared and sent to one or more bond insurers and rating agencies as well as banks. Those credit packages look essentially identical with some slight variation. Essentially what they are looking at are the underlying credit dynamics, including level of vertical build out, assessed values, the size of the assessment area, what's the diversification or concentration, what's the collection history, etc. Very similar across either one of those alternatives. If you will turn to page 6, what we've done here is estimated the refunding results under the assumption of the pursuit of a public offering, specifically because that is a very known market. The private placement side of the market is a little more tentative at the moment. So what we decided to do was to run numbers based upon the public offering as mentioned right now, the economic benefit of those two scenarios has been on top of each other. Given the certainty of the public offering market, we went ahead and ran numbers and made assumptions based upon our knowledge of that market based upon our daily activity and involvements therein. If you look at the top, there's \$3,915,000 of bonds outstanding. The current interest rate is 5.38 and the final maturity is May 1, 2036. We estimate if we refunded those bonds the new principal amount would be \$3,890,000. The blended interest rate, based upon current market conditions, would be

about at 2.25 and we would maintain, as required by Florida law, or match the maturity of the current maturity of the 2005A bonds. I will stop at shortly and allow you to ask some questions. When we do pause, we are going to talk about the use of funds within the existing trust estate, specifically the debt service reserve fund. At the moment, we've made the assumption that it can be utilized as a source of funds towards the refunding. However, based upon covenance in the existing bond documents, further exploration regarding the ability to use those funds will need to be investigated and discussed. If you don't mind, put that to the side, just for the moment, and I'll finish walking through the assumptions on the refunding. If you come to the box below still on slide 6, where it says estimated refunding results in red, you will note the \$3,890,000, an average interest rate about 2.25, and a final maturity of May 1, 2036. We've assumed that we could attain bond insurance, essentially credit enhancement as well as surety bond in lieu of a partially cash funded reserve fund. The result being an estimated net present value savings of about 17.5%. Now, most cities and counties will use a benchmark of 3-5% net present value savings to make a determination whether or not they are sufficient economic benefit to refinance a particular series of bonds. So, in this particular case, the estimated refunding results and specifically the net present value savings percentage estimate is well in excess of that typical 3-5% benchmark. In terms of annual debt service savings what does it mean to the residents? That's really the key question here. In this particular case, the estimate is about an \$81,000/\$82,000 per year reduction which is just over 20%. Anytime that we are in the double digits on annual reduction and when we hit that 20%, those are pretty significant savings for the Board to consider. If you will turn to page 7, what does it mean to an individual resident? As mentioned there are 316 single family lots or homes subject to the 2005A assessments. The current per unit assessment per the tax roll is \$1,263. To the extent the District proceeded with the refinancing and we were able to secure this level of economic benefit, the assessments would reduce to approximately \$1,005 for a reduction of about \$259 and that roughly 20.5% annual reduction. With that, I will pause and certainly respond to any questions that anyone has regarding the presentation and then based upon those questions we can then talk about what the next steps may or may not be.

Mr. Meccsics: Are there any questions?

Mr. Zelazny: The savings that is applied are only for those people that have not prepaid this money, correct?

Mr. Sealy: Yes sir, that is correct. Anybody who has prepaid is not subject to the assessments and therefore would be unexpected by this refinancing as they have previously pre-paid the special assessment associated with this series of bonds.

Mr. Mecsecs: Question on this, as this goes down I would assume that this would reduce the revenue coming into the District itself.

Mr. Sealy: That is correct. To the extent the District proceeded with the re-financing it would, beginning with the tax year of 2021, correspondingly reduce its debt service levy as a result of the fact that the debt service on the new series of bonds had been reduced.

Mr. Mecsecs: Brett, is this then separate from the assessments we do for O&M?

Mr. Sealy: That would be correct.

Mr. Mecsecs: So, if we refinance the bonds residents that have paid their bonds off, it doesn't affect them at all. If you still owe on your bonds, you will see a \$259 a year savings. This does not affect the revenue that we have that comes in on the O&M side of the budget. This is strictly dealing with the debt service side of the bonds?

Mr. Sealy: Correct.

Ms. Burns: I will point out this too, for the residents that are under the Series 2006 assessment area, they also are not affected by this refinancing as well. Just like the residents who paid off their Series 2005.

Mr. Sealy: Perhaps that just might be a good time to add, in regards to the 2006 Bonds, we did go ahead and do some preliminary credit work as it relates to the 2006 Bonds and the 2006 Assessment area to make a determination whether or not that particular series of bonds qualified or was a candidate for refinancing. Based upon the current level of vertical build out and the number of vacant developed lots that are still held by the Developer builder, at this time it would not qualify based upon our knowledge of the underlying credit criteria that both the banks, as well as the rating agencies and insurers have. So at time, the 2006 bonds are not a candidate for refinancing, we would continue to monitor as we would typically do with all Districts that we were previously involved with serving in the capacity as the underwriter for financing to monitor for potential refinancing opportunities.

Mr. Mecsics: I'm just going to clarify it for everyone. If we do this, the O&M revenue coming in will not be affected. It will not adversely affect any of the folks who have already paid off their bond payments.

Mr. Hill: I'm not sure I understand you correctly, you said there was a limited market for these bonds. Do you have an actual buyer for these bonds?

Mr. Sealy: So, there's not a limited market, there is a limited number of banks that are participating in the private placement market. In the public offering market there are, and specifically when obtaining an investment grade rating and insurance, the depth of that market is very, very significant. It spans from very large institutions and publicly traded bond funds down to retail investors. Now we have a very significant institutional number of institutional accounts, we typically do not retail bonds. Specifically here in light of the investment grade rating and the credit enhancement, even without that retail market or pursuit of that retail market, there is a significant market for medium investment grade, or even low investment grade rated bonds with credit enhancement from a double A insurer. The answer is there is a very strong market on the public offering side.

Mr. Mecsics: Any other comments, questions? Alright, do we have motion to go forward?

Mr. Zelazny: Just one more quick question. With the refinancing everything looks very positive in terms of savings for our residents. Is there any downside?

Mr. Sealy: That's a very good question. Certainly we've covered the fact that residents that have pre-paid would not be affected by this, it would not affect O&M. We would not be increasing the maturity. We would not be seeking to increase the principal amount of the bonds outstanding. In addition to that which I did not mention that I should have, is that the numbers that we've shown you are all are net of all costs. So this isn't what the gross savings is, but then when you have to come back and fund the fixed cost of issuance of the bond issue and the numbers are going to be different. All of our numbers assumed are net and take into account any cost of issuance. In terms of cost of issuance, typically all of those costs are funded by the bond proceeds themselves, so in terms of is there a negative to refinancing bonds that would provide for approximately an 20% annual reduction without increasing maturity and increasing principal and therefore

not necessitating a public hearing? I think we could both draw the conclusion that there isn't a downside to that scenario.

Mr. Hill: If we move forward with this, what would the closing day, do you have an idea of when that might come about?

Mr. Sealy: Yes, in light of where we are, coming towards the end of the year. While we are still working and working until the end of the year, the next step here is for us to finalize our credit work, prepare a credit package, and put it out to the rating agencies, insurers, and banks. Based upon where we are at the end of the year, I don't anticipate, even if we pushed that credit package out, that we are going to have much reception during the next two and a half weeks. So, what we would anticipate would be pushing a credit package out the door after the first of the year, being able to hone in by the end of January on a specific direction, are we going to go the public offering route, or the private placement route. Then from there, it's about 45 to 60 days, on the back end in terms of closing. So, we really shouldn't have any reason why we would not be able to wrap up a closing by March. I do think that it may be time to have the discussion regarding what needs to happen in the interim while we are looking at the underlying credit dynamics. Sarah, would this be an appropriate time to have the discussion on the reserve and deferred cost or do we want to hold on that?

Ms. Sandy: Yes, as Brett previously mentioned this in his presentation regarding the ability to use all of the funds in the reserve for the refinancing, which would certainly impact the numbers that you are seeing. There are important funds in there that we have to ensure under the indenture could be used toward it, so that would be something that we would need to look into while MBS is doing the credit work. If the Board wants to move forward today, part of that would be authorizing myself to look into the deferred cost issue to make sure we can use all the reserve funds towards the refinancing. Does the Board have any questions in regards to that?

Mr. Mecsics: One of my concerns here is the O&M. We just went through the increase in the O&M just this year. You've mentioned something about impact upon our capital reserves. Could you clarify that a little bit more Sarah, since I thought I heard the cost of issuance would be with the buyer and any cost would be rolled into the overall refinancing.

Ms. Sandy: Yes, I apologize let me clarify that. Not the capital reserves in terms of what we fund with the O&M budget and that we use for the long term cost of the District. When I say reserve funds, under the trust estate there's an account called the debt service reserve fund. In there money is held in case there's a default on the bonds and those monies can be used to pay debt service. They are usually held until a certain point in time when they can be released and used to pay off the bonds. In the refinancing we would obviously be trying to take those funds and use them towards the refinancing. So, it's a completely separate account than the capital reserves that is funded with the O&M.

Mr. Mecsecs: Okay thank you for clarifying. Any other comments? Do we have a motion to continue an analysis of this?

Ms. Burns: Just one thing before we do. We didn't defer to the audience for public comments or to the computer. So, I think before we take any votes we may want to do that. Just because we didn't get it to everybody in the audience a chance to speak, or anybody on the computer.

Mr. Mecsecs: Any public comments regarding this?

Resident (1209 Sawgrass Drive): Based on the past year or two with fees and stuff like that, I think it would be really good to know how much our attorney is going to cost us to do this and what the service is to refinance this. We hear this savings and it looks great, and then when it all plays out how much is that going to be impacted? Thank you.

Mr. Mecsecs: Thank you Joe. Any other public comments?

Ms. Burns: I'm happy to address that question if the Board would like. As Brett stated on the cost of issuance for the bonds are paid out of the cost of issuance fund, including legal fees, our fees for the assessment reports, etc. so there would not be any O&M expenses that are paid towards this refinancing. All of the fees would be paid out of cost of issuance for the bonds.

Mr. Mecsecs: That would be my concern. As we are going through this and all of a sudden we get, with all due respect to our legal staff, a \$300,000 analysis and then that would wipe out whatever we are trying to do.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, Moving Forward with Refinancing the Bonds, was approved.

Mr. Sealy: Thank you very much and we will report back to the Board as information becomes available. We will get started right away and since we won't see you all Merry Christmas, Happy New Year, and we look forward to seeing you after the first of the year. Thank you.

Mr. Meccsics: Thank you.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the November 20, 2020 Board of Supervisors Meeting

Mr. Meccsics: Do we have any additions or deletions?

Ms. Littlewood: I have a comment on the meeting on page 24. I'm not sure but for a minute a Ms. Littlefield has appeared, instead of Ms. Littlewood.

Mr. Meccsics: Okay, thank you Angie. Do I have a motion to accept the minutes?

On MOTION by Mr. Zelazny, seconded by Ms. Littlewood, with all in favor, the Minutes of the November 20, 2020 Board of Supervisors Meeting, were approved as amended.

SIXTH ORDER OF BUSINESS

New Business/ Supervisors Requests

A. Discussion Regarding Landscaping (*Requested by Supervisor Zelazny*)

- I. Consideration of Agreement with Yellowstone Landscape for Landscape and Irrigation Maintenance Services**
- II. Presentation from Yellowstone Landscape**
- III. Presentation from Applied Aquatics**

Mr. Zelazny: Due to a lot of resident interest I have asked for two principal contractors to join us today to talk a little bit about how they support us in maintaining the aesthetics of the community. I'd like to first introduce Pete Whitman from Yellowstone Landscaping, he's here today. They are responsible for all the District's greenspace and flowerbeds and that includes the mowing of all the grass around the retention ponds from the pond's edge to the residential property line. If you don't mind I'm going to have you

hold because Archie is in his car and he's calling in via Zoom audio. I'm going to remotely introduce Archie Campbell from Applied Aquatics. Again he's joining us from Zoom today and he's going to discuss the issues with maintaining over 30 ponds that are on the west side.

Mr. Campbell: Hello, I'm Archie Campbell with Applied Aquatics. We maintain all the ponds for you all. I have, two techs that are there once a week, on Mondays mostly. Our scope of work is to keep all the exotic and nuisance plants down on the shorelines. We try to maintain the algae the best we can. Algae becomes a problem because of nutrients and Florida is a nutrient enriched environment plus all the hot days we have is a great environment to grow algae. We can only treat the algae every 14 days, so every two weeks. On these trouble ponds that start looking good and by the time we get back to them again, they start looking bad again. I talk with Bob and stay in contact with him. We are kind of limited as to what we can do sometimes and I hate it. Are there any questions?

Mr. Zelazny: Archie can you talk about the four different types of treatments you do on the lakes?

Mr. Campbell: We treat some submersed, emersed algae, floating plants too. I know on Rattlesnake we treat with all the hyacinths. If anybody has been there for a while, Rattlesnake Lake was probably about, not quite half, but it was getting pretty close with floating plants on it. We maintain that on a quarterly basis on Rattlesnake. All the other retention ponds we are there once a week so they all get treated at least once a month, if not twice a month.

Mr. Zelazny: I know it's a little unusual, but has anybody have a question for Archie?

Mr. Zelazny: Archie thank you. Now I'd like to bring up Pete Whitman from Yellowstone up and talk a little about our contract and Dana, who's our Supervisor out here.

Mr. Whitman: Thank you very much for having us everyone. My name is Pete Whitman. I'm a Regional Manager with Yellowstone Landscape and this is Dana Bryant, and he is the Account Manager out on the property. For those of you that don't know Yellowstone Landscape, we are one of the largest providers in the entire country. This is

our bread and butter, doing communities like you own. We do full service landscape maintenance. when I say full service I mean we are doing all the mowing, and the trimming aspects of the community. We're doing the weed control; we are doing fertilization and chemical treatments. We are doing the mulching, irrigation inspections, palm pruning, etc. We are basically once stop shop for all the services for the community and we have been out here for about 6 years now. With this community our contract calls for roughly 40 to 42 mows per year on the bahia and St. Augustine areas. On the undeveloped areas it is a little less frequent. We will be in a higher frequency of mowing in the summer months, basically weekly mowing and then in the winter months we go to biweekly mowing. We like to stick on a trimming schedule of getting through a full rotation of the community once a month for trimming the hedges and shrubs. Weed control as an ongoing thing, basically we try to keep it at bay. We are always going to be fighting it with a summer rains, but I think we are in a pretty good place right now. With you guys having mulch in the contract two times per year, that is very helpful with keeping the weed pressure down. On the fertilization side, we are fertilizer the turf 4 times per year, and then we are doing the shrubs and trees and palms 3 times per year. Irrigation inspections we like to get through monthly, we send in reports and make sure you guys know what's going on with the system. Palm pruning, like I said, is we are doing those 2 time per year on certain types of palms 3 times per year on other types of palms. The mulching is performed 2 times per year and we power wash I believe 2 time per year the walls, the monument caps and stuff on the exterior of the property. I want to introduce Dana just so he can tell you what we've done this year, what we got going on right now, any special projects, and just some task that we are looking forward to in 2021.

Mr. Bryant: Good morning. I've been overseeing this property since March. During this time we've gone back and forth with the acquisition of the golf course and who's going to take care of what. I think we've now got a definitive map on who's going to be responsible for what areas and who's going to maintain what. We've recently done some pushback in some areas that people had concerns regarding the encroachment on certain areas over on Pebble Beach and behind the driving range. We've looked at the Boulevard and we've discussed revamping the plants on the Boulevard and we've been in discussion about what to do with the medjools. That would probably be our major project,

outside of your normal maintenance schedule which is in itself pretty much a fulltime job for onsite staff, we would look at revamping the Boulevard during the spring and the front entrance. Any questions?

Ms. Littlewood: You say that you do weed control work. Where do you do the weed control? Is it just in the beds or is it in the bahia or where do you do the weed control?

Mr. Bryant: Bahia not so much. Bahia is unirrigated turf and generally there's very little weed control, unless specifically requested. Weed control is primarily St. Augustine and in the beds themselves.

Ms. McKie: How many people are on the staff that come regularly here?

Mr. Bryant: You have a two man crew.

Ms. McKie: And their hours are basically?

Mr. Bryant: Their hours are from 6:30 to 4:30, Monday through Thursday and then a couple hours on Friday to spruce up the clubhouse or anything specific that may have been requested. You know Florida weather we get some storms every once in a while so we hate to leave a property for 3 days. We will come in first thing Friday morning just in case there was a thunderstorm on Thursday night and a palm limb came down or something or otherwise they blow off the clubhouse and blow off around the parking lots and address the parking lot.

Ms. McKie: And you said you pretty much worked out what Yellowstone does and what the pro shop does. That's all worked out?

Mr. Bryant: Yes, absolutely.

Ms. McKie: Okay, thank you.

Mr. Hill: First of all I know nothing about landscape, other than how to cut my own grass but one of the residents pointed out to me that we shouldn't allow the grass clippings to be blown into the lakes it causes a problem with the lakes. I think you guys are all addressing that to make sure that the grass clippings don't get cut and blown into the lakes, is that correct?

Mr. Bryant: That's correct. We do not want to mow grass into the ponds. The mowers that we use have a closed shoot. The shoot is always facing away from the pond itself. The ponds are string trimmed 21 times per year so that the trimmings themselves there may be some grass that ends up in the ponds as a result of the string trimming,

because there is no real way to stop that but in reality it is far less grass than what that naturally just grows into the ponds on its own.

Mr. Zelazny: One other thing, when you answered Colette's question about the staffing, you do have the detail team that you've called in about every month so you might explain that too to the Board so they understand what their function is.

Mr. Bryant: During the height of the season in order to support the two-man team and not let them get behind, I'll usually bring down a detail crew about once a month to just hit everything just extra or give them a hand.

Mr. Zelazny: Before getting into the last part of the presentation, let me just point out that you've seen some dead trees, especially over by the parking lot. We've taken some trees down and the golf course has taken some trees down. Yellowstone has put in the proposal and bid that we've approved that they are going to start stump grinding the trees that are already down, and then we are going to cut down the rest of them the next week. Again, these two contracts make up almost a fifth of your budget to maintain the community in the standards that they are. So, you need to be aware of that and if you haven't been around and looked at some of the areas they cut, go around and drive and look at some of the retention ponds that we have. We have 30 some of them in the west and they maintain the slopes on all of them on the residential side. They do a very good job as does the Applied Aquatics. For those of you that remember, when we took the golf course over back in the December time period, those ponds had not been maintained for almost 2 years. Applied Aquatics has done a tremendous job on that as has Yellowstone in reclaiming the grass around those ponds. I think you are getting good value for your dollar. We just renegotiated their contract based on what Colette talked about when we just renegotiated the areas of responsibility. We moved some of them back to the golf course and put it in the golf course budget so we could reduce the O&M budget for the residents. But I'd now like to address some specific questions about the plants for the Boulevard. We talked briefly about it at the last meeting. Let's start with the easy one first and that the dead medjool palm tree outside the gate, which was struck by lightning and subsequently died. Colette has a picture of it. We have a bid to remove it and if agreed to today, it will come down immediately within the next week. Having said that there are no plans to replace it until such time as the issue of the medjools is resolved. We have some

time for that because as Dan and Pete alluded to, we really shouldn't be doing anything landscaping side until around the March period when we are past the freeze. So for the medjool outside we are going to take it down, if the Board agrees today that that's the course of action we want to take. The second issue is in terms of complexity quite a bit, and that's the Hawthorne shrubs that line the Boulevard, the center isles and islands of the Boulevard. As you can tell we have a significant number of missing and dead plants. The number at last count is approximately 160 Hawthorns that need to be replaced. In addition to doing nothing, we have investigated a couple of options on how to address that. First is to replace the missing and dead Hawthorns and again have uniformity on the islands. The Hawthorns aren't working there because of issues with the irrigation system not being high enough to adequately water those plants. So, if we do the Hawthorn solution, then we are going to be looking at an irrigation solution that corresponds with it. The other two things that Dana talked about was replacement of the Hawthorns and we have two plans on the table for consideration going forward in the spring. One is to replace the Hawthorns with Oyster plants and the other is to replace them with Ixora. And if we do that we will take the existing remaining Hawthorns and reposition them around the community where we need them. The third issue is the medjool palm trees that are susceptible to the lethal bronze disease. That lethal bronze disease has already killed 6 of our palms. We had 14 along the Boulevard, 6 of them have died and have been removed. In order to keep the existing plants alive we underwent an inoculation program and we've been inoculating our trees for about 18 months. Now the inoculation doesn't cure the disease it just limits the expansion. It keeps it under control. So it's not to say that the disease can't overtake the palm tree until it eventually. We've been researching a number of options in this area. I don't want to get into too much detail because Colette going forward into the new year will have a series of workshops and groups to look at these solutions, but the first one is to replace the 6 trees that have already died. This is the most expensive option. As you know the East had a bid to replace one of their trees last year, and the bid was \$6,500 for one tree. We have 6 trees that need to be replaced, approximately \$6,500 a piece. If we do that, the trees are still susceptible to the lethal bronze disease that could kill one of them at any time. If we do that, then it would be another \$6,500 to replace the tree. Plus you couldn't plant anything for a year because

you have to decontaminate the soil and get the disease out of the soil. So, it's a very expensive gamble if you want to go that direction. The 2nd option is to replace the medjool palms with a different type of palm that is not in the same palm family. We have done some research Mary and I and Colette and two options would be either a royal palm or fox tail palm, which could be procured for under \$2,000 at tree. It would require us to replace all of the trees along the Boulevard and relocating the medjools to somewhere else within the community. And then a 3rd option, which is the most cost effective, is obviously remove the trees, relocate them to another area, and then replace them with an ornamental street light that lights the Boulevard because right now we have no lights down the Boulevard. Again, there's no decision on these, Colette has agreed to take this on as 3 projects moving forward. So this is just really an information update so you know that we are working at it, we're aware of it, and hopefully we will come up with a resolution in the spring so we can do something.

Mr. Mecsics: Thank you Bob. Excellent presentations. Is there anything else on that area? Hearing none,

B. Discussion of Supervisor Areas of Responsibility (Requested by Supervisor Mecsics)

Mr. Mecsics: Six years ago when I first came on the Board we looked at how other Boards have worked. All Supervisors had input and it was almost a freefall. So what we came up with at that time was designating various Supervisors with responsibilities of the areas. Now each Supervisors still has a vote and they have all the discussions when we have our Board meets, but for the day-to-day operations and oversights of those, we designate different areas. We have some, in fact we've included a newer one this year for this Board. The first one I'll talk about is grounds and landscaping. That's the oversight responsibility which includes monitoring, landscaping contract, ponds and lake maintenance as well as advocacy, and that's the most important word there, advocacy for landscaping plants and programs. This area also includes the same requirements for the two District dog parks. I like to have Colette accept and take that position there. Next is budget and operational and strategic. Develop and advocate for the Board approval and adoption operational budget actions regarding District current year budgets. Additionally, advocate budget strategy for out years based upon the Lake Ashton II

reserve study and responsible for maintenance and updating the reserve study based upon inputs and staff. Duff, I'd like you to take that please. Public works, this is one that will keep you busy. Oversight for plans and operations involving the District's transportation system to include roads, paths and bridges. Advocate programs and requirements for those based upon consultation with the District Engineer. Responsibilities also include community residential street lights and infrastructure. Angie, I'd like you to take that for me please.

Ms. Littlewood: I've clearly been misled here because here it says the discussion of Supervisor areas. I want to know how this was all delegated, because I have not been involved in any of these discussions about Colette, Duff, and I. I presume, Bob is going to keep golf, I presume you keep the HFC. So, who decides what?

Mr. Mecsics: In the past that has been the responsibility for the Chair. I know not everybody is not going to get what they want. I don't mean this to be derogatory, but you guys are new and I want you to develop as Supervisors because and in the future when we change out, then we will have Supervisors that are cross functional and can pick up other ones.

Ms. Littlewood: This is an elected Board of five people. There shouldn't been one person that is autocratically delegating things. There should be a discussion. The forum, we were all asked this question and I specifically said that my expertise was in property management. That's what the residents voted for. Now you are giving me roads, really? I have no experience in that.

Mr. Mecsics: I'm sure Duff is not well experienced in the budgeting or Bob or Colette. That's an area that we need someone to oversee and I'd like you to do that.

Ms. Littlewood: Well, here's where I see the Chairman's role. I see the Chairman's role as being obviously involved in this. I don't see him being autocratically elected to just decide what people do. I see him being the casting vote if there is a tie and I see him keeping the meetings in order. I don't see the Chairman as ruling the Board.

Mr. Mecsics: Well, I appreciate that input and that's the way we have worked now for some time. Thank you.

Ms. Littlewood: This has clearly all been done without me being here, and I was quite taken aback this morning when Bob spoke to me about this and gave me some

advice and I asked why you were giving that advice. He said because you've got public works. I don't like that, I don't like being blindsided. I don't want this to happen again, and I want that to be made clear at this meeting. This is not a club; this is a Board of five individual people and things need discussing. So, that's going to change.

Mr. Mecsics: That's your opinion. Thank you. On the golf course, pro shop, and Eagle's Nest, I'd like Bob to continue on with that. I will stay with the public safety unless somebody wants to take that over. You can have that as well. Amenities and District support that will be the HFC, I will be overseeing that. Facility and Field operations, I'd like Bob to be the advocate. As we go through the budgeting process, especially the facilities and a lot of things, I need an advocate. We do that with the different projects within the facilities and that includes the gate shack, this facility, the courts, that all goes on that. = I'd like you to do that, Bob. Planning, this is something new, and I think as we go into the future, because I truly believe sooner or later you are going to see out the west get a whole lot of development. In fact there's a lot of things going on with the property owners out there. Colette, I'd like you to take the planning. Now understudies, to ensure the continuity of operations each area will have an understudy Supervisor. The training of the understudy will be through a training plan which includes an in depth description of the function along with points of contact within the areas. This will all be done within the context and constraints of the Sunshine Law. Angie would you like to be my understudy for the HFC and that area?

Ms. Littlewood: Sure.

Mr. Mecsics: I would like for you to do that please. Colette would you like to do the understudy for the golf course?

Ms. McKie: Yes, I will.

Mr. Mecsics: Duff, is there an area that you would like, because I know you are going to be busy with the numbers.

Mr. Hill: I'll do whatever you ask me to.

Mr. Mecsics: I would like you to do the understudy for Public Safety. So that's what I want everybody to be, because what happens now is that if as the Chairman, if I'm off station or off property, Bob is the Chairman, he's acting in my stay. I want to make sure that we have continuity this whole Board all the time.

Ms. Littlewood: So, I'm not doing planning anymore? Or am I doing planning? Am I doing the roads and whatever it is?

Mr. Mecsecs: Yes and I'm going to write you up a training plan that you'll understand every bit of it. For planning, I believe we need to act and think like a governmental entity and an association. As such we should have plans for our different areas. I'll pick on poor Angie, but there is things within the infrastructure that we need to help and you will understand who's responsible for taking care of say the lift stations so it's not new to you and you have it all for it. I don't want you to be caught off guard. There's going to be some plans, one on public safety, grounds, each one of those areas will have a little bit of a plan for themselves. We are not going to do any of this overnight. We also have a lady, I don't know if you know Mary Clark, she's the Vice President of Polk State University or College, and she does all the planning, she's going to help us with the strategic plan. Because I think we need to have a strategic plan with all the input and that sort of stuff. So that will be things you will see coming down the line as well.

Ms. McKie: In regards to the Sunshine Law, on two levels, the turnover of information and experience for example I got about 5 inches of files from Bob that I'm going through. As far as questions on the past or questions on current issues, how do we stay within the Sunshine Law? We might need to talk to each other. In regards to the understudies, how do I learn about the golf course if we can't talk about the golf course?

Mr. Mecsecs: That's where that training plan comes in, Bob will write up a training plan so you will have it there so you really don't have to talk to each other. Then you will know what he does, and for specifics, I would focus you through Jillian. That way it keeps us all legal.

Ms. Sandy: Just to be clear, if you are writing up a training plan that you would then provide to another Supervisor, typically things that are written are subject to the Sunshine Law as well. But this is not something that is coming before the Board or an action. This is more of a historical perspective that you are putting together. If you have further questions, we can include it on the agenda in the future and then you can have the conversation in the Sunshine whether that's regular agenda or workshop of some kind.

Mr. Mecsecs: Okay. Thank you Sarah. I just used Bob as an example.

Mr. Hill: In regards to the Sunshine Law, when we have an issue that you feel like you need to talk back and forth, I asked for you to call Jill first. The only reason being if you call the attorney, that clock starts running and it's expensive clock. So any questions that you might think need to go to the attorney, first please run it by Jill so she can keep our expenses down.

Mr. Mecsecs: Well said. Moving on.

C. Update Regarding Settlement Agreement and Flowage Easement with Neighboring Landowner, Vernick

Mr. Mecsecs: I'm going to turn this over to Sarah. Let me start this off, a joint coordinated letter from the lawyers was sent to the property owner for him to sign allowing an easement to his property specifically in the case of his reclosing in the future of the waterway that impacts Lake Ashton. So far he has not signed the release, he has taken down the obstruction. He has also requested we consider helping financially with that bridge. While we do not want to spend any more than residents money from both sides our Legal and Engineer suggest we do establish an impact that the previous blockage caused in case of future litigation. I've asked Sarah to give the Board a rough estimate of expenses and update. Sarah over to you.

Mr. Sandy: Just to provide the Board a little back ground on what has occurred since the last meeting. As Jim mentioned, we did send the letter over with a draft settlement agreement that the Board approved last time. I think that was probably late November that we sent that. We heard back from Mr. Vernick on December 11th. His request was via email, and really didn't focus on the settlement agreement or the flowage easement that we had sent over. Just to be clear, he had originally asked for a mutual release of claims which is where the settlement agreement originated from. He did state that he had removed the pipe, but then did not really acknowledge or discuss the settlement agreement or whether he would be agreeable to sign them or if he had any issues with them. We have received another email yesterday, I believe, from Mr. Vernick. Again, not on point to either of those items. I believe he also reached out to Supervisor Mecsecs at some point during this time. So, I give you that background just to say, unfortunately there hasn't been a lot of progress made on the settlement agreement or flowage easement at the point. As Jim indicated in some of the correspondence that he

sent he discussed potentially putting in a more permanent structure. We do have the worry that, even if the pipe has been removed, and even if things have been going back to normal at this point in time, if we don't have the settlement agreement or flowage easement in place that does not prevent something from happening in the future or for Mr. Vernick from installing something else. So while we do we have this momentum we would ask the Board to authorize the District Engineer and District Counsel to continue trying to make at least one more push to at least get Mr. Vernick to come to the table and negotiate and execute that settlement agreement and flowage easement. We think it's our best opportunity to prevent this from happening again in the future and from ending up right where we were about a month ago. Happy to discuss that more with the Board if you have questions. The not to exceed, these are some very rough estimated costs for Jim. I believe that number is for both District Engineer and District Counsel costs. Sorry Jim, I didn't have it written down.

Mr. Mecsecs: Yes, it's about \$5,500.

Ms. Sandy: That's correct, \$5,000-\$5,500, which again would be split between the Districts.

Mr. Mecsecs: Obviously, because we would be sharing the costs with our friends on the East side and I'm sure it will come up because I did discuss part of this with Mr. Plummer at their meeting on Monday. Do we have a motion to continue forward, or more discussion on it?

Mr. Zelazny: Have we looked, have we been able to get out and look at the barrier now that it's down? I know the water level down is now to like 17.2. Which is significantly lower than it was. I think you previously you had said you wanted it about 16.4 something. So do we know the condition of when he took the pipe out, do we know how far he lowered the berm?

Mr. Rayl: No. We have seen from air boat on our side of the fence that the pipe and the crossing have been removed, we don't know if all the material was removed from the ditch bottom. We don't know if it's been restored to pre altered conditions. We did observe full flow in the ditch section but there could have been an obstruction immediately below the surface that we couldn't see from there. So, part of this remaining effort that was discussed was making an onsite visit. I was going to bring some GPS survey

equipment with me to take some shots to memorialize the conditions that we found. I've been in that ditch a couple of times already; I'll know if the bottom is where we expected it to be. But no, we don't have full knowledge that the alteration has been completely removed. To your point about water levels, I read it this morning before the meeting and 17.23 on the staff gage, it's dropped 10 inches since the beginning of September. So, it was heading in that direction, of course it was just being throttled down and restricted and recovering much more slowly than what is appropriate.

Mr. Mecsics: Any other discussion?

Ms. McKie: Alan, the measurements that you took, we have also had less rain, so can you tell how much is from the changes that were made versus the amount of rain fall that we haven't had?

Mr. Rayl: No, we haven't done any sort of studies and it would be a pretty in-depth thing to do. We have had a couple of large storm events that have come through in that three month period. Even as the obstruction was taken out it was in advance of this most recent storm that we had and the water level did go up again. Just because that's just what happens in the storms, and the ponds haven't had a chance to recover yet either. SWFWMD has been keeping water level data on our lake, all of our lakes and others throughout the District, and you can access it going all the way back to the beginning, back in '99. You can see when we've had hurricane events come through and how it has fluctuated. But over time, the lake rises and falls and fluctuates normally. The low point in those fluctuations has gradually got higher over the years. Sometimes that is due to cumulative impacts in the water shed. But no, we haven't really hadn't separated rainfall from the physical alterations. We will just have to keep watching it.

Mr. Zelazny: Do we have a commitment that the East is still on board to contribute 50% no matter what the cost to resolution is? We would need a vote from our Board because we capped our involvement at \$5,000. So, if we are going to proceed, because I think the amount of money we've spend to date, if you divide by half we are pretty close at not exceeding the \$5,000.

Mr. Mecsics: You are correct Bob. I for one, don't care too much to expend any more money, but also realize we have to posture ourselves if we had to do go into litigation. I did talk to Bob Plummer and he said he would it would be talked about in his

meeting, but I also said to him that we are not going to front all the money. It would have to be a joint effort.

Mr. Zelazny: I would think that any motion then should, if we are making a motion to continue to proceed, it should be caveated with we need to have a confirmed commitment from the East to fund 50% of whatever the cost is. I think that we need to come up with a cap on our side because we can't continue to hemorrhage to fix this problem.

Ms. Sandy: From what I'm hearing, I think the motion would be to authorize District Counsel and the District Engineer to continue negotiations regarding the settlement agreement and flowage easement at a not to exceed \$5,500 subject to Lake Ashton contributing 50% of the costs.

Mr. Hill: My comments have to do with the invoices we received from Alan and from the attorneys. They are supposed to be split 50/50, and I don't understand whether the attorney are splitting them and sending each side a bill or are they sending one bill into us and we are going to give it to Jill and Jill's going to tell Sharon to split it? Then how do we control and keep track of the money that is due from the East? We need some sort of method set up for this.

Ms. Burns: The invoices that are being submitted for Alan and Counsel for both Districts have a code to them so they are separated from the regular general fund expenses. When they come in, Sharon knows the account codes, and they are split equally between the Districts. If there's a \$5,000 legal bill, it's billed \$2,500 to Lake Ashton and \$2,500 to Lake Ashton II. One District is not fronting the money and then billing back and forth. Those invoices are being split and paid from the general fund.

Mr. Hill: I understand that's the way, you are handling it but how can I see that this is getting handled properly and we are being paid back by the East about these funds?

Ms. Burns: You are not being paid back because if you get a \$5,000 invoice, you are not paying \$5,000 and then they are paying you \$2,500. If you get a \$5,000 invoice from Sarah, \$2,500 is being paid from Lake Ashton II. We are not paying anybody back.

Mr. Hill: We are not paying the full bill; we are paying half of it. Okay, that's what I needed clarification on. Thank you.

Mr. Mecsecs: Jill there needs to be a method by which to identify, which portions of those invoices that have come in are shared invoices.

Ms. Burns: There are account codes on them. It's the same as when we have construction related or golf course related invoices, they are a separate code that comes in and it says "water settlement issue" on it. It comes in a completely separate bill from the general fund issues. Alan's all have a code on them that Sharon knows. It's pretty common for us to have specific issues that are billed to different accounts. The attorney's invoices and the Engineer's invoices are all set up this way.

Mr. Mecsecs: And to Duff's point, he gets an invoice for \$7,000 for legal fees for the resolution of the lake level. When that invoice comes to us it doesn't show \$3,500/\$3,500. His invoice shows \$7,000. He's saying how can I track how much money is coming out of my budget when I get an invoice that says \$7,000.

Ms. Burns: When they go to Sharon it's then split and coded and there's a note put on it before it's paid, that says \$3,500. I mean that's the only way to do it. I mean you don't want Sarah billing Lake Ashton and generating separate invoices. When you see anything with those codes, just know it's 50%.

Ms. Sandy: We can't bill Lake Ashton I; they are not our client. So we can only bill directly to Lake Ashton II. However the Boards have agreed to split the cost 50/50, then that's handled on the accounting side. Same thing with Jan's bills.

Ms. Littlewood: So everybody knows I'm not good with numbers, but I do know that if you are trying to balance your books at the end of the day and you've got an invoice for \$7,000 but you've only paid \$3,500 of that, then it's not going to balance.

Ms. Burns: Before they expenses put in on the accounting side, the expenses put in at \$3,500 and there's a note on the account. So, when the invoice is input into the accounting system, we have a \$5,000 invoice the expense is put in at \$2,500, and then the payment is shown at \$2,500.

Ms. Littlewood: So, how does that work if you get audited. If the CDD II has got an invoice for \$7,000, how's that going to match up in an audit if we've only paid \$3500?

Ms. Burns: The auditor would ask the accountant, there are usually notes on the invoice. When they look at all the invoices, there's a note that this was billed to account number 1, this was billed to account number 2, they would have say there was an official

interlocal agreement, or there was an agreement between the two Boards to share the cost. We can go into this all day, this is super common, we do this all the time for Districts. We can get into the woe's on the accounting on the back end but I can assure that Alan's bills, Sarah's bills, Jan's bills are all being split equally between the Districts, they are coded appropriately, their all put into the invoice. It's something the auditors are used to seeing. I mean I can go through this you all day, if you want, but this is really common with Districts. It's also common if there's a different accounts if you are billing something to a portion to capital reserves vs. general fund. They are used to seeing this, Sharon's use to doing this.

Ms. McKie: So, we get the financials and they are also public. Is there a way, since this is so common from your side, it may not be common to us and our fellow residents. Is there a way to have some kind of notation showing especially something in regards to this farm? So, that when people look at that and we are only actually paying half of this, that there can be something in writing.

Ms. Burns: When you look at the financials, you are not going to see the other portions. So in that scenario, you are not going to see the \$5,000, all you are going to see is the \$2,500 paid. You are not going to see the other half. It's not going to show up on the financials, because it's not an expense and you are not paying it.

Mr. Zelazny: I guess that the confusing part, Jillian, because when we ask for the copies for the invoices for this month, because we are significantly over in engineering and legal fees this month. Without peeling the onion back too far, you take the invoices that you provided me, and you add them up, then that's what I've spent on legal fees or engineering. The majority of those items that are in those invoices are dealing with the level of the lake. So I'm just saying when I take the invoices and I add them up, and I look at what our expenses that are outlaid, they are pretty close, I wouldn't say they are exact, but they are very, very, close. Certainly not 50% off. If it shows up in the invoice down below as an expense, then does the money from the East then show up in the miscellaneous income from during the revenue line?

Ms. Burns: You are not receiving revenue from Lake Ashton.

Mr. Zelazny: I didn't take my calculator out, but I kind of did the rounded numbers of the invoice on legal and engineering for the last two months and they show up as an expense on our budget. But 50% of them are associated with the leveling of the lake.

Ms. Burns: I can have Sharon pull all the invoices from Jan, Alan, and Sarah for the amounts and split them and show you the exact amount for this issue that's been sent. But you are not going to see revenue for Lake Ashton coming into your account, because they are not paying you. So, you are not going to see any revenue transferring from one to the other, on either side.

Mr. Hill: Just to be exact we are about \$7,000 over in engineering, \$7,000 over budget in legal fees. So, I'm going to go directly to Alan. Alan is \$9,800 half of what you think you have billed us for the work on this water issue.

Mr. Rayl: I don't have my numbers fresh in my mind. I can certainly easily put all that together. Everything that I've done that's been related to the Lake Ashton outfall, I've put under a separate job number and I send as completely separate invoice from all general services work and things like that so, I put that time in a different pot. I can come up with all those invoices and then whatever as Jill said, whatever invoice total was, it get funds half from CDD I and half from CDD II.

Mr. Hill: The total amount is about \$23000 between legal and engineering, and I just want to make sure if you could go back to your records and see if you can clarify that up so I can feel comfortable with the numbers. I just want to make sure we are not paying all of it, and the East is not paying their fair share.

Ms. Burns: I will have Sharon look at that, and we will absolutely verify it. If one of them was coded incorrectly, and just coded to general counsel as opposed to the water issue, we can just back it out. It's easy.

Mr. Zelazny: I just noticed the annotation at the bottom obviously from Sharon, which indicates that that particular one has been split. So, if she does that on all the invoices, then we just need to go ahead and do our on calculations and make sure it is. So, if she's doing that on all the invoices I think that meets our requirement. I appreciate that.

Ms. Burns: If they are coming in, at the point you are seeing them, they may not have gone to her yet. Depending on where you are getting the invoices. If they are being

sent directly to the HFC and you are getting them from Mary, they haven't been coded and sent to Sharon yet. So, if you didn't see those notations, they may not have gone through her yet. If that makes sense.

Ms. McKie: So as a summary then, the question of we need to be sure that the East is paying their 50%, we don't have to worry about that. Because it's automatically being done, we don't have to get a guarantee from them or talk them about it all.

Mr. Zelazny: We need their guarantee that they are going to fund before Sharon reassigns the bill.

Mr. Mecsecs: Before I call for the motion, I encourage all of you anytime you have questions, pick up the phone and talk to Jillian. She has all the time in the world for us, especially late at night when I call her. Please I encourage you, especially when you have questions with the money. Contact her because we can't talk with anybody. Contact her it is very important.

Mr. Hill: Jillian, I noticed there is no annotation on the legal bills on the invoices.

Ms. Burns: I will double check those with Sharon. We sent her all the account codes that Sarah set up. There's a specific code, if for some reason it was missed and billed to the whole thing, she will just correct it. But she has the account codes for Jan and Sarah and Alan that refer to this issue.

Ms. Sandy: If you look at the top of our invoices there's a code, I believe LACDD 00107. That's our code for this issue.

Mr. Mecsecs: I know we were starting a motion, Bob do you have a motion?

Ms. Sandy: Do you want me to repeat the motion?

Ms. Burns: I have it here, it was to authorize District Counsel and the District Engineer to continue with a not to exceed amount of \$5,500 subject to confirmation from Lake Ashton that they would like to also continue to fund 50% of that cost.

Mr. Zelazny: Do we need to increase what our maximum contribution was which was \$5,000 or \$5,500, to another level, or are we going to hold firm with that \$5,500, which we might have already reached?

Ms. Sandy: This would be an additional \$5,500.

Mr. Mecsecs: We have probably gone over our allotted amount based upon somethings that were done previously. What I'd like, Jillian, is a full accounting of what

we have paid for so far, for legal, engineering, etc. on this water thing. Then we'll have to re-adjust that because the original motion we did way back when was to a certain amount of money. So we would have to reallocate or re-justify that number based on actions that have happened previously. We will have to go forward with this as per not to exceed \$5,500 together. That's what I understand.

Ms. Littlewood: I just have one more question because I've just been newly promoted to Public Works. Is this mine now, is this my baby now?

Mr. Mecsecs: I wouldn't do that to you. This was originally Doug's and it was passed on to me. My action on this will finish it up and you don't have to worry about that. I wouldn't do that to you. Should we have a motion from us to agree with what Sarah said. Do we have a motion on that?

Mr. Hill: No more than \$5,500?

Mr. Mecsecs: No more than \$5,500 contingent upon the affirmation at their meeting that they will pay for half of it.

Mr. Mecsecs: Any other questions?

Mr. Hill: I have one more issue, and it's really not being unneighborly, but this issue was really an issue for the East, and we have gotten involved to solve this issue and spent quite a bit of money. I'm to the point where I don't think we should exceed \$5,500, that should be it. Anything else needs to fall on their shoulders.

Mr. Mecsecs: My recommendation to the Board on this would be, once we are done, and this is essentially evidence in case we have to go to litigation, then we put it on hold, and we go from there and see what happens. Any further discussion? Alright, I call for a vote.

Mr. Zelazny: Before we leave the subject, could I ask for a full accounting of all costs associated with this effort at the next Board meeting.

Ms. Burns: I've already sent the invoice request to Sharon. I can forward it to you.

Mr. Zelazny: Thank you.

On MOTION by Mr. Hill, seconded by Ms. Littlewood, with all in favor, Authorizing District Counsel and Engineering to Continue to Pursue Settlement with an additional Not to Exceed Amount of \$5,500, subject to Confirmation that Lake Ashton CDD will Continue to Pay 50%,of the costs, was approved.

D. Discussion Regarding Guard House Utilities

Mr. Meccsics: Sarah, this is over to you, and I think this is related to the defecation spill we had a couple of months ago.

Ms. Sandy: That's correct. I just wanted to give the Board a brief update on that and I will actually hand it over to Alan on this.

Mr. Rayl: I've been coordinating with James who was involved in getting service restored again and getting repairs made. We've also been in contact with Winter Haven about the original design and construction. We haven't gotten all the information we needed from Winter Haven to know exactly how things were originally constructed. What we found is that the guard house was constructed at the same time as the other infrastructure. There appears to be some information on what original plans we've been able to find that showed a sewer line running to where the small lift station is. There's no connection information shown on Winter Haven's utility atlases which we got and are in our records now that show every water line, every sewer line, every lateral, every water service in the entire community that is owned and maintained by Winter Haven. It does not show elements like plumbing coming to HFC, plumbing going to the Guard House, and that is the missing piece we are trying to investigate. Based on what James and I have spoken about and the repairs that he had to make, it does not appear at face value that that system was designed and permitted correctly. The work that James did should have been in an original approved design consisting of valves that don't allow back flow to occur, which was evidenced as being necessary. So, as I said, we are still looking into that but I'm satisfied from our discussions that he and I are going to go out, so I can see for myself what repairs were made. I'm satisfied that the work that has been recently done will keep any occurrence like that from happening again.

Ms. Sandy: There's no Board action requested at this time. Alan, as he said is still following up on it to try and confirm ownership of the utilities. There is some potential

additional work that would need to be done if it is determined that they are owned by the District, which we will bring back to the Board.

Mr. Mecsics: Since that will eventually fall under Public Works, I will finish that up so you don't get stuck with that Angie. How's that sound? Trust me, you wouldn't have wanted to been looking public works when we were out there afternoon. That was the most God awful thing.

Mr. Littlewood: Actually, I walked through the gate when you all were out there and I could smell it.

Mr. Mecsics: I saw you were laughing as you went through.

Mr. Hill: By the way you didn't give Angie an Assistant for her area, I'd be glad to be an assistant to her.

Mr. Mecsics: Thank you.

E. Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser

Ms. Burns: This is an agreement required annually from the Property Appraiser. It's more administrative in nature for my office. It has to do with not disclosing exempt parcels that are sent to us. Certain occupations like police officers, judges, and elected officials are exempt from having their names listed on the tax bills that you see online. So, we just have to sign an agreement saying we will not disclose them when they are turned over to us. This is just administrative in nature, we are just looking for a motion to ratify.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser, was ratified.
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F. Ratification of Non-Ad Valorem Contract Agreement with Polk County Property Appraiser

Ms. Burns: Polk County is the District that requires us to enter into an agreement every year so are using the tax bill now to collect our assessments. The Property Appraiser provides us with that listing of assessments that allows us the put all the assessments on roll. We have an existing agreement, this is for the November 2021 tax

bill that will come out next year. If you want to use the tax bill to collect the assessments, you need to approve this agreement.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Non-Ad Valorem Contract Agreement with Polk County Property Appraiser, was ratified

G. Discussion Regarding Annual Performance Measures for Indigo Golf – ADDED

I. Existing Criteria from Golf Course Food & Beverage Management Agreement dated April 24, 2020

Ms. Sandy: This was added to the agenda as a result of Supervisors Zelazny at the last meeting or the meeting before mentioning he was discussing with Indigo Golf revising the criteria that is attached to their contract. They are evaluated each year. Originally, there was going to be a committee to review these criteria that would then bring those to the Board. Now instead, Supervisor Zelazny as a Board representative is going to be working with Brian and coming up with his recommendation on the proposed criteria and bringing it back to the Board. However, he had some suggested changes on what those criteria would be and what you have in the revised agenda package is the existing criteria as well as the proposed changes. I did not participate in putting together the proposed criteria, so I would have to turn that over to Bob and Brian for them to discuss.

II. Proposed Criteria Provided by Supervisor Zelazny and Indigo Golf

Mr. Zelazny: When the original contract was laid out it was done early on, the annual performance measurements were included. If you look at some of the criteria, they were primarily focused on a public golf course venue where you have outside play coming in versus a membership role. It also was heavily on comment cards that would be provided by outside play coming in. What we've attempted to do by refocusing it focusing in on the same five areas. We've done the survey and the survey is completed. There are questions in the survey that are applied to each one of these categories numerically. If you talk about greens, there would be ratings 1 to 10, fairways, 1 to 10, etc. You can actually then get a firm numerically rating on any one of these categories. One of the caveats that has changed is the F&B operations, which is really focused on the dollar

amount because that's our bottom line. I would offer that as a good annual performance measure. If it doesn't work this year we can amend it going forward. Billy Casper has worked with me on this. We agree on all the terminology, all the rating schemes, and I would ask that we accept this as a replacement for the annual performance measures so that we can go ahead and get on with this year's evaluation. Do we need a vote on this?

Ms. Sandy: We do, because we will have to amend the contract. I do have one question Bob, that I just noticed when I was reviewing it. It looks like 3 of the categories, which total to about 60 of the points, are based on a customer service satisfaction survey. That doesn't leave a lot of room for the Board itself to have input if the categories are solely based on a survey going out to customers. I just wanted to make sure that was the intention. The 3 categories are customer service, maintenance, and F&B operations.

Mr. Zelazny: That would be correct. The evaluation would be basically numerical in regards to responses to the survey. I provided you the list of questions that were applied to each one of these categories. The Board still makes the decision on if they are going to pay any performance. We want to bring these results back to the Board. The Board ultimately makes the decision, but these are the criteria by which a performance pay would be received.

Ms. Sandy: Maybe I would just say that we might need to add a little bit of language in those areas because there is almost a formula for how the points get applied based on the survey. So, we might need to just add some language in to indicate that. It's that the Board has some discretion on how those points are applied. I don't have the language off the top of my head, but we can work on that.

Mr. Zelazny: Brian might have some. The questions that are identified in the survey all have numerical numbers associated with them. So it's not subjective, there are firm numbers on how the golfers feel about the golf course.

Mr. Rhodes: Exhibit B is updated, but the contract remains the same as far as that goes. We did do an addendum to the contract that would allow, instead of a committee, it would allow Bob to bring it to the Board. So it's kind of eliminated the committee. As far as I remember, in the agreement that we had it's still the Board's decision. So even if we failed miserable on this customer satisfaction survey, the Board could still award a financial performance if they chose to do that. Now, I would never think that would

happen, but the way that the original agreement was written in the RFP, I believe it states that. It's up to the Board's decision. We could ace this, and the Board would still have their decision to be made on how they are going to award the performance.

Ms. Sandy: I understand that, in order to award a bonus we need to have system in place. So I wouldn't recommend that the Board adopt this and then not comply with it. I just want to make sure that the system we are putting in place is going to reflect what the Board actually wants to do. I just want to confirm that's how it will be handled.

Mr. Mecsecs: Do we have a motion?

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the New Exhibit B as Amended for the Proposed Criteria for Annual Performance Measures for Indigo Golf, were approved.

Mr. Zelazny: Sarah, I will send you a copy of the survey and the questions that are associated with each one of the categories so you can see what the evaluation criteria is. I'll provide that to the Board as well.

Mr. Hill: I hate to talk after we have already voted on, but it just came to me, are any of the pro shop personnel pay plans based on what kind of results they get from the survey?

Mr. Zelazny: No.

Mr. Mecsecs: Okay, thank you everybody.

SEVENTH ORDER OF BUSINESS

COVID Procedure Update

Mr. Mecsecs: Unfortunately the pandemic numbers and hospitalizations continue to rise and we've been monitoring federal and state guidance. As a result, we have limited time that guest from out of town may visit the HFC and pools. We have done this around the holiday season as it is common for friends and visitors to come in. This was done to accommodate those residents that do have visitors coming in as well as protecting our residents who do have conditions and are more vulnerable to the virus. As an update, we've had a report that one of our vendors, two family members had tested negative and he tested positive. As a result to that, obviously he will not be coming here but also we

are going to have all of our staff tested this afternoon to make sure they are negative. They are doing some cleaning in the areas there as we speak right now. Any more discussion on COVID-19?

Mr. Hill: I just think we should continue to show an abundance of caution, this is still pretty serious and we can't be too careful.

EIGHTH ORDER OF BUSINESS

Supervisor Comments

Mr. Mecsics: Next is Supervisor comments, because we don't have that on the agenda.

Ms. McKie: I have 3 pretty simple questions that have been asked to me, and since I'm was not one of the decision makers in these issues I thought it would be fair to share with all the residents. The East is going through a process to modify their covenants, conditions, rules, their CCNR's. A portion of it has to do with removing words and verbiage about the Developer being involved because they are no longer involved. There are other rules that are being discussed. I think that the one that is the most concern to our residents are the signs. The "For Sale" signs, the signs for political candidates or issues, both on the houses and then signs and displays on carts. The question has been asked of me what's the difference between what they are going through and where we are in our process? Let me give you all of them, then you can answer. If the East residents and Board would decide to allow signs. Does that put pressure on us to do the same thing?

Mr. Mecsics: That's an HOA matter, and the CDD and the HOA are strictly different. In fact the CDD, they can choose to look at the covenants and all that, but they are not required to adhere to those. They are exempt from that. I can tell you that in that case, those questions have been referred over to our HOA which still refers to the Developer. As far as CDD, there is no verbiage about signage, etc. in the amenity policy that Bob had worked on. At this point in time, if they have questions have them go to the HOA and they would be glad to address them.

Ms. McKie: Okay, and we won't be going through a process like that until the houses are all sold, is that correct?

Mr. Mecsics: Yes, there are approximately 80 more home lots to be sold, and then at that time it will be turned over to the residents to establish their own HOA and then at that time they can address all those things.

Ms. McKie: The next one has to do with folks on Sawgrass, they would like an update about the lift station there. Bob summarized it last month, is it the Winter Haven's responsibility, is the Developer going to do it, or are we going to end up doing it? I took some pictures, it's a pretty big area. There's a lot of frontage area, a lot of that lift station is visible by a lot of the people on Sawgrass. They would like to know what the status is.

Mr. Mecsics: I discussed that with the Developer and I haven't gotten an answer back. He's out of town right now, and I will hit him up on Monday when he comes back. It's either between the Developer or the CDD that owns the property. That may fall under us, but once I get an answer I will send out an email or send it through Sarah for an update to everybody so you can let everybody know.

Ms. McKie: My 3rd question, again it has to do with confusion of people not understanding the processes. I've had several people ask me about getting a job as a marshal for the golf course. The reason they are figuring that is a paid position is because when the employees at the driving range were leased, people understood that the Indigo now would not be having residents be volunteer because there was compensation. So, would you explain so that it is really clear and we have it in the minutes of where that is?

Mr. Zelazny: Indigo does not have volunteer employees, and they do have people on their staff that marshal. Matt marshals, Ron marshals and then when they are going off shift, or on shift they do the drive around. There are currently 3 CDD volunteer that do not work for Indigo but they represent the CDD. That would be you, myself and Joe Elwood. They are not associated with Indigo, they are associated with the CDD enforcing CDD policies and while they are out there doing that, they are checking to make sure that people have paid to play because it's our facility. We are tracking it from the CDD perspective, Indigo has their own marshals that worry about pace of play and if people have paid and things like that. So, there's two groups, CDD volunteers which are sanctioned by the CDD Board to represent them in enforcing policy.

Ms. McKie: And the CDD Marshals we are not getting any compensation in finances or any kind.

Mr. Zelazny: No, they are volunteers working for the CDD.

Mr. Mecsecs: Are there any other Supervisors?

Ms. Littlewood: I'm just going back now to the COVID thing. I'd forgotten about this, but some friends that come to water aerobics, I was out with them last week and they were saying that the gate to the Rose garden is locked. Is that correct?

Mr. Mecsecs: During the hours we have someone there to check people in, so they don't come in and by pass, they come through the front gate.

Ms. Littlewood: The gates are not locked anymore?

Mr. Mecsecs: The gates when no one is there checking it, that gate is locked. Yes.

Ms. Littlewood: My other thing is at the last meeting a lady brought up about the stop sign on Sawgrass and I know you spoke to her afterwards. What was the outcome?

Mr. Mecsecs: I talked with Mary and we did look at the engineering, and yes we fulfilled that and the stop sign is valid. We are going to add a sub sign where it says 4 way stop which is what she asked for, and it's allowed under the code. Her and I chatted at length with that and she was satisfied with that as well as the other work with the strategic planning. Any others comments? I have one last one. We have volunteers that help out front here, we don't have a lock. I've asked Mary to look to into sitting up, what I call, a CDD II Volunteer Core, separate from the Marshals. I'd like to have small cadre of volunteers that assist the CDD staff and they do a great job. With the increased staff time demand required by the pandemic and looking for the future, I've asked Mary to assist me in developing a plan for an established group of volunteers, like the CAP program. They would go through a short training and orientation program to assist in all facets of the CDD, specifically the HFC. Then we would provide the volunteers shirt and we will look for charitable donations companies to get them shirts that identify them as auxiliary to the staff. We are going to be coming up with a concept to be presented to all our folks on the Board. If there are no other Supervisor comments, we will move to the next item.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy: I have nothing unless the Board has any questions for me.

Mr. Mecsecs: Any questions? Hearing none,

B. Engineer

Mr. Rayl: I've got a few things for the Board today. One, I wanted to let you know, and you may hear more about this in the golf course update from Indigo, but the contractor has been hired to make the repair on Hole number 9. I spoke to him on the way over here, and their expectation is to begin work probably mid-January. They are only working a couple more days this year. So, with the work they already have on the books, we'll look for them about then. They will coordinate with me, we'll coordinate with the golf course, and make sure everybody's up to speed on when they will be here. I think the work start to finish is only supposed to take three days, so it should be a large inconvenience to play. Also, we quote for that inlet top at Pebble Beach, Ashton Boulevard outbound. I wanted to make sure the Board understood that the work that was done at Pebble Beach and Sawgrass was a complete rebuild and a heavy duty top that was done there, that was \$4,300. This is the same contractor. This quote is just to repair the damaged portion, it's not a complete redo of that lid. We got 2 bids, but they were again the low bidder and their quote was \$2,000. I just wanted to make sure everybody understood it wasn't going to be a complete heavy duty re-o, it was just going to fix the damage that was done. If that's how you want them to proceed, we can let them know.

Mr. Mecsics: Is the contractor who did the damage going to fund it?

Mr. Rayl: That's what I was told.

Mr. Burns: We reached out to them initially about the damage and reported it, and I'm waiting for some additional information from Mary but we are in contact with the vendor.

Mr. Rayl: So how do we want to proceed with that? Do we want to authorize the work to get done?

Mr. Mecsics: My concern with that area right now, we still have construction trucks coming in and out. I want to get it fixed and I want to have these guys on the line to fix it and pay for it, but I don't want to have it and all of a sudden two weeks later, we are right back out there again. That's my opinion.

Ms. Littlewood: Is the corner too wide for the trucks to get around? Is that why there's a recurring problem? It has been done before, so is there a problem with the actual corner?

Mr. Rayl: It's not anything related to the design. When I'm doing a design, I try not to put inlets in the return of the radius because people will short the corner and run over them. It happens not just here, it happens everywhere. I've even done it. There's nothing substandard in the design of it, it's just the problem when you have inlets in the radius of the turn. It's a common occurrence.

Mr. Hill: I was there the day the guy ran over the curb and broke the curb and they didn't swing the truck out far enough. One truck came by swung out quite a ways and he was okay and the next truck came by and did not do the same, and that's when he did it. So, if they were just nice enough to swing out further it wouldn't happen.

Mr. Zelazny: Alan, there's another one of the drains over on Pebble Beach and the outbound road which is cracked. We had elected not to do anything with that for a while. How extensive is the one going into Sawgrass? Do you feel that it needs to be repaired now or can we just clean up the concrete that's laying around the sidewalk and everything and wait until the last couple of homes are built?

Mr. Rayl: I don't think there's a safety issue associated with it right now. I do think it's at risk for continued damage just as every other one is when there is construction that's going on. It's kind of the same as we've done with the inbound pavement, we wanted to try to wait as long as possible until heavy duty construction traffic loads were off of it to the greatest degree possible before we spent money on repairs. I don't think it's a safety issue, I think if we have a cone or 2 there that the residents don't object to having be there for a little period of time, it could be something we could afford to wait on.

Mr. Mecsics: I know you and I have argued back and forth about safety and esthetics, but what I would like to suggest is that if it's not critical today, I would ask that it be deferred so that Angie has a chance to investigate and we can get some options. Give her a chance to look at what the other road priorities are. We have a number of them. I know that Duff has spent a number of hours driving around identifying parts of the roads that he thinks that are in need of repair this year. I know you've done your report. I would recommend that we just roll it into the report and then allow Angie to have the time to review it and make a recommendation to the Board in January. If it's not time sensitive to be done today.

Ms. Littlewood: My concern would be that if we get the vendor or contractors to pay for it, if they agree to pay for it which they should if it's their responsibility, would there be a timeline on that to get it repaired? Because they are not going to hold on forever with the money.

Mr. Rayl: I would say that would be a time sensitive component of this, they may lose interest in being cooperative if they are being cooperative now.

Mr. Mecsics: Angie you prioritize, we can pull the plug as long as it's not costing us any money. As soon as that resolves itself, then we can move forward right away, I would think. But otherwise I would put it on the list and have Angie prioritize what she wants to do. Over to you Angie dear.

Mr. Rayl: I will coordinate with you and Mary and see if we have the means to get that paid for by then. Then we can look to move forward on it, if not we'll add it to the report. In that same vein, we talked about not doing any of the next round of repairs that had been identified in this year. We did have a bid that we used for budgeting purposes. We'd planned on sending those out to get new numbers to be able to start planning for 2021's repairs. I'll coordinate with you on that as well. Next, we have some certifications due to SWFWMD that we were not able to do. Some repairs were needed some areas and other areas we just couldn't really identify what the lakes were doing because of the impounded water levels. Now that water levels have dropped, as low as they've been since I've started monitoring them, I think we can revisit some of those things and also some of the grading repairs that we looked at. Some of the banks have eroded. Pond 11 is the pond that's right behind the driving range, and we've looked at that about where some of the banks have sluffed off. There wasn't anything that could be done when the water levels were high, we may see if a contractor can give us a quote to now work in those areas where we couldn't before. Finally, the extension of utilities to the bathroom building of Hole number 6, I hope to have that plan submitted to the city of Winter Haven next week. We are having a hard time getting information back from TECO, they are just not responding to anything. I think that's all I have for the Board unless you have questions.

Ms. McKie: It sounds like the damage that was done by the vendor with the truck, we were lucky that we had people who saw it happen. Do we have any cameras, since it sounds like damage like that is done frequently?

Mr. Mecsecs: I'm looking into what it would cost to put a camera out here and probably on Sawgrass.

Mr. Zelazny: Just a follow up to Alan's last issue with the water utilities to the restroom on Hole number 6. I ask that we approach the builder based on Mr. Robertson's presentations early on during the entire purchase effort. He indicated that the builder was going to extend the easement from Pebble Beach to the golf cart between 5 and 6 and also, insure that we have the water at the restroom. I would ask that we make sure that we get with the builder to find out what his level of commitment is to do that.

Mr. Mecsecs: I mentioned that to the builder and that's another one of the topics I have for him for next week. But whatever agreement or whatever we do with that, it's going to be in writing. Because I don't care for just handshakes, it will have to be in writing.

Mr. Zelazny: Another question Alan, involved with the survey with the golf course, when we made the purchase. There's a new home that's on Pebble Beach, it's the 2nd home on the left as you drive towards the cul de sac. The house is literally 2 feet from the sidewalk. So the survey has to be wrong on where we put the sidewalk or the builder has made some kind of error, or there was some kind of an agreement between the builder and the previous leadership that said we were going to accept that. I don't know that that homeowner will be happy when he sits on his veranda and he's literally 2 feet from the cart path. Somebody's wrong, and we just need to figure out what we are going to do to resolve that.

Mr. Mecsecs: I'll take that on again with the Developer.

Mr. Zelazny: As we've talked about, no more handshakes. I would like to have something in writing on how we are going to resolve the cart path issue behind the homes on the cul de sac between 5 and 6.

Mr. Hill: I wonder if those homeowners know there's going to be a cart path between their houses? The question I have is have we made a decision on the charges we are going to have for the repairs to number 9, whether that's going to be charged to the golf course or to the CDD?

Mr. Mecsecs: The responsibility for the cart paths and additional mowing has been transferred to the golf course.

Ms. Littlewood: I need clarification of what I'm supposed to do, and what I'm not supposed to do. So all this you are talking about now is all golf course bridges and nothing to do with me anymore, that's not part of my group right?

Mr. Mecsecs: No, bridges are still within your area. The ones that are associated with the golf course, you would look to Indigo to refund the repairs of those bridges. When we get to the next project on the bridges which is putting the strips down the middle to try and prolong the life of the bridges, that would be your decision on the solution set and how much money it would cost when we do it. Because we would repair all of our bridges, like to one between Hogan and the golf course is not golf course related that is the CDD. You'll figure out the money and who funds what. You actually oversee all the bridge work in the community.

Mr. Mecsecs: Angie any of the discussions here with the Developer stuff that will rest with me. You want have to get involved with that as far as the cart path.

C. Golf Course Update from Indigo Golf

I. Golf Course Financial Statements

Mr. Rhodes: Sorry we provided you the financials so late, we try to get it done by the 20th. We thought it was important that you had it for the meeting, so I know they came in late yesterday afternoon and you probably haven't had a chance to evaluate them, but I'll go over some quick highlights on them. Overall, November was a very wet month compared to historical figures. We received a lot of rain, almost double what we normally get, including the hurricane. It did impact some of our revenues, but the golf course is being utilized. Rounds are up, 897 for the month. We are still slightly down with the associate rounds and the public guest rounds. Obviously when it's not prime weather, people don't pay to play. So we are kind of monitoring that, it's still a little slower than what we thought last month, we're still seeing what our projections are coming in as. Total revenues, we missed the revenues by \$21,000 last month, and we are \$25,000 behind for the year. We've been able to make up all those with the cost saving factors. Course revenues, which include green fees, cart fees, pro shop sales, range, and other golf and memberships accounted for \$126,000 last month, that was roughly \$9,300 below our

budget. We are \$8,500 below for this current fiscal year. Our cost of goods is running slightly higher, than what we've anticipated. There's two factors for that, is the first one is we are selling more hard goods, which are clubs, shoes, balls. The profit margin on those items is less than what we would normally sell in shirts and soft goods. So it's just a merchandizing mix more than anything else. Our cost of beer is run higher than projected. Ron is working with the vendor right now because we are having some draft issues and they were incurring a lot of waste. Labor, direct labor is about \$1,800 below what we had budgeted and our complete payroll burden is about \$4,400 below. So, same story as last month and it probably won't change. Our employees just aren't using our benefit package or they selected cheaper. So, we anticipated that begin all year that we will be able to save some dollars there. Expenses, golf was up by about \$1,100. All of that was in golf cart repairs. We spent about \$1,850 dollars on golf cart repairs. Major expenses are the batteries are failing, and the carts are being utilized more than they ever have in past. Good news is we have a small fleet. Maintenance expense, we were under for the month, but I will highlight a few line items. We did find a leak, we have filled with Lake Wales a claim so we are hoping to get a credit later this year. We spent another \$2,700 more than what we had budgeted green waste, between the storm and us removing trees. So, pretty good month, we missed budget by about \$5,500. We are still up, we were positive. So we were \$18,000 in the positive for the month, and we are still about budget by \$20,000 for the year. I'll let Ron come in and tell you about what's going on in the golf course, unless you guys have some financial questions or anything for me.

II. Presentation by Ron Lavoie

Mr. Lavoie: I want to give you an update on the membership because it's the single driving engine for the entire golf operations. You might get a kick out of this, but I did the dues as of yesterday compared to prior year. Believe it or not we are a difference of \$135.40. What that based on is all the dues we are taking in for the year, so far, plus 2 months' worth of associate greens fees. The other difference is we are also down \$85,000 in seasonal memberships. From the records that I have there were 18 Canadians last year and there are only 3 this year. So that's one of the big ones. Another one is a lot of people opted for the 6 month membership instead of the seasonal, and that's affected a

few things. We have 60 new members, 215 existing, and 68 people downgraded. Good news is on the associate, 47 people downgraded, but 44 people are new. So, it kind of offsets. When Brian was talking earlier about the green fees being down, one of the big things is when Bob and I sat down and did the budget, we figure you know you have to come up with a guess like you do on budgets, and especially a brand new membership like the associates. We thought how many time are they going to play? Is it once a week, one and a half, two? So we settled on like 1 and 1/2 but right now with all the tracking that I've done, it's really about at about .7. So we are roughly at half. Some of it is caused by weather, it's not been a very good golfing season. Hopefully, that will uptick and maybe get to 1, 1.2 especially after the first of January. The stats, we have 343 memberships, which is 56 over last year, but that translates into 539 members, husbands and wife's, and couples, which is 84 more than last year. Our cart rounds are up 100% over last year because everybody is taking their own. We need to do that to stay safe I understand. But I just want everybody else to know, you are going to playing on a bowling alley pretty shortly. I mean come January, when we start growing, you got four carts in every group it's going to affect it. Brian and I are trying to come up with a couple of plans, we might be doing cart paths on certain holes trying to get them to come back a little bit, especially the real narrow ones just get a reprieve. Other than that course conditions, it's nice to be a club where people are coming through your door on a constant basis and saying thank you and how great the greens are and how good the condition is out there. Again, I'm going to give hats off to Dave, the same person that's been here before, but I think with the guidance of Indigo and support from us and being able to spend the money that he needed to spend, he proved that he could do the job and they are in good condition. I try and ride the golf course almost every night. My wife and I are out there, I see everybody else. So far the volunteers are working out pretty well. The reality is, I'm out there, they are out there, most people think there's a lot of free rounds going on, there just isn't. Have we caught some, yes. I haven't run into any major problems out there, but I think the big thing is they know someone is riding around all the time. I just want to mention to also that we have the Pink Ribbon Tournament that coming up on the 12th of January, that's one of the biggest that we have out here. Any questions or comments?

Mr. Hill: I think it's Bob's idea to take the winnings from the ladies league, the men's league, and the mixer, and require that we spend it in the golf shop. Do you think that's a reason why there was a 18% increase in what you did this year/last year on the sale you just had?

Mr. Lavoie: I'm sure that it definitely helps. Inventory in a pro shop versus inventory in food and beverage, you are buying inventory weekly in food and beverage and you are getting rid of every week, but in the pro-shop we need to move product. We have a couple of people asking why we can't spend the money upstairs, that's the main reason. We are not worried about inventory upstairs, downstairs we've got to turn that inventory over. I try and tell this to people when they come in, Indigo manages the golf course for the CDD, you are paying yourselves. That's the good thing, and we are trying to run it the most efficient and effective way that we possibly can. Even though the sales or down upstairs, obviously they are down in food and beverage everywhere. I mean you know there's not a lot you can do to enhance that. Even when we do Trivia, it's down 50% from the prior year. Vickie knows everybody and she can tell you who isn't coming every night, the people she hasn't seen. So we are just going to have to ride that one out for the year and hopefully the vaccine works and everybody gets back to normal.

Mr. Hill: The other question I have is about the tee box there on number 12, for all the pampas grass is, it used to be about once a year they would go in and clear all the weeds and stuff out of that and make it look nice. It was overgrown pretty badly and I think it would increase the appearance of the golf course if there's was enough labor to allow someone to go in there with a heavy duty wacker and get that thick cleaned up a little bit. It would improve the appearance on number 12 tee box.

Ms. Littlewood: Another question, is the any Developer still giving free memberships when people buy a house?

Mr. Zelazny: That was part of the agreement that we got \$230,000 in the settlement for the golf course that for the new houses that remain they would get one free golf course. Yes ma'am.

Mr. Mecsics: Angie what has changed, is that on the resale side they don't get free golf anymore. So if you are on the East or in the West and you are buying a resale, you don't get free golf. The new homes get 1 year from the closing.

Mr. Littlewood: I didn't know that. Anyway, but my question is these new members that have all come, how many of them are free and how many are paying?

Mr. Lavoie: I'm sorry, the new houses you are saying how many of them are paying for golf?

Ms. Littlewood: You've got 16 new members, have they come from new homes that the builder is providing them with the free year?

Mr. Lavoie: No, the free members are not included in any of those numbers. That's totally separate. I just checked about 30 minutes ago. There are 15 pending real estate sales going on right now and I'm hoping that 20% number sticks in and there's another 3 to 5 members. I'm always looking at those numbers for the pending. Thank you.

Mr. Mecsics: Angie we have always kept free membership separate from paying members, and I think when we did the analysis a couple of months ago we were about, just at 49-50% that get free membership renew the next year. I can't remember what the number was we talked about a couple of weeks ago of how many in the next couple of months their year is going to lapse. So we are anticipating 50% of those people that are dropping off to join and then pay.

Mr. Lavoie: Just one more stats so you will know, between now and the end of April last year, we took in \$47,000. More likely that was a lot of house sales that were coming to an end.

D. District Manager's Report

Ms. Burns: I have an answer for you already on the information you requested regarding the amounts currently billed through today for the Vernick issue. The breakdown of the fees have been emailed to all five of you so you have them already. The amount per District paid on this issue to date is \$12,032.59. The breakdown of the fees for which portion were Alan's and Jan's and Sarah's have already been emailed to you, so you can see that already.

Mr. Mecsics: Thank you Jillian.

E. Lake Ashton II Community Director

Ms. Mecsecs: Mary is home taking care of Roger who got a knee replacement, but she's working and I think she's on Zoom. She had given a Community Director's Report, and I would like everyone to take a look at that. Since she's not here to answer the questions, if you have any specific questions please feel free to give her a call.

Ms. Littlewood: I have a question that really is for the Board. Mary's asking for a new computer at \$1,300, because hers keeps going on and off. Did the Board not authorize \$500 for Mary to have a laptop a few months ago that she could use at home?

Mr. Mecsecs: That's correct. We purchased a new laptop, the one she's talking about is the main one that she uses here. It's not dead yet, but she wanted to give everybody a heads up that it's not looking good.

Ms. Littlewood: Well, my question is she had a laptop, why can she not use a laptop at work and at home?

Ms. Burns: You should just be able to get a monitor and a USB and the actual computer so you can just see on the big screen rather than buying a whole new computer, That's how I use mine at work, I basically just plug it in and it projects on the monitor. You don't need two separate computers, everything is on the one you just connect to a monitor and it all sinks up.

Ms. Littlewood: If she wants a keyboard, you can have a wireless keyboard. I just when we put an assessment on residents' I just don't see how you can authorize \$1,300 for a computer, when we've already just dumped \$500 for a laptop.

Mr. Mecsecs: We'll go back and take a look at it.

NINTH ORDER OF BUSINESS

Financial Report

A. Approval of Check Run Summary

Ms. Burns: The check run summary is included in your package. This is October 12th through November 12th. The total amount is \$62,304.72. I'll be glad to answer any questions anybody might have on any of the invoices, otherwise we just need a motion to approve.

On MOTION by Mr. Hill, seconded by Ms. Littlewood, with all in favor the Check Run Summary for October 12th through November 12th for \$62,304.72, was approved.

B. Combined Balance Sheet

Ms. Burns: The financial statement is in your package are through November 30, 2020. Through the end of November we received \$298,810 from the tax bill. So it's going to be starting to get some funds in at the end of November. We've gotten a significant amount more than that in the 2 to 3 weeks of this month as well. We've got our general fund replenished for the rest of the fiscal year. Those funds are continuing to come in as we go throughout the year. I'll be happy to answer any questions that anybody might have on the financials, but there is no action necessary.

Ms. Littlewood: I've got a question. What's computer time?

Ms. Burns: Just so you know, if you have questions on any of the line items the budget has a breakdown of every single line item. The computer time is actually the accounting software.

Mr. Zelazny: I would just like to highlight that the expenses associated with Yellowstone that are \$6,000 over what is budgeted for October/November has been addressed and resolved. One of the invoices should have gone to the golf course for mulching, one \$5,000 bill for mulching was erroneously billed to us, it should have been included in the annual contract. Then when you see addendum 6 today that we discussed in the past, that reduced our annual bill by about \$14,000 so that would be adjusted then taking about \$1,200 off of each of October and November's bills. So, that has been corrected, or at least addressed and will be corrected going forward.

TENTH ORDER OF BUSINESS

Public Comments

Mr. Mecsics: Public comments, I think you have one that is in person and one that has called in.

Ms. Burns: We can start with the one that's in person. Sandy, I can't make out the last name.

Resident (1415 Colonial Court): I have to say it's been an interesting meeting today. Mine might seem like small potatoes compared to what you guys have been going over, but I have created a promotion for our water aerobics class at 4:00 on Tuesdays and Thursdays. It's been very well received and all I'm asking is a way to get it on the community calendar.

Mr. Mecsecs: We will put it on the community calendar for you. That's an easy one.

Resident (1415 Colonial Court): Okay, thank you.

Mr. Mecsecs: You should check with Crystal and make sure you get on the electronic board out front.

Resident (Iris Realmuto, Lot 1031): Thank you both Bob and Jim for volunteering to do hours on Sunday so the pools can be open. My question is if you can clarify, are guests allowed? Because the way all of the media has come out, it says guest are only allowed Monday to Friday 3:00 p.m. to 5:00 p.m.

Mr. Mecsecs: We will allow the guest for that time, yes. Sunday hours will be longer than the Saturday hours, so yes from 3:00 p.m. to 5:00 p.m. guests can come on Sunday. Saturday it will remain the same.

Mr. Zelazny: Do you have a copy of the community blast that went out on hours? I think it would behoove us to read it into the record so that everyone who follows the minutes can pick it up. It was a good question about the one on additional hours, because between the holidays and especially when the hours are where guest can be allowed into the HFC.

Mr. Mecsecs: I don't have the blast for that, for the hours of the HFC, but I'll read this. Starting December 14th through January 4th we will be restricting use of the Health and Fitness Center and pool to out-of-town visitors to the hours of 3:00 p.m. to 5:00 p.m. on Mondays and Fridays.

Ms. Littlewood: Sunday coming up just reminded me that the fans have to be kept on because of the moisture. I had a couple of friends that come to the aerobics class and they said that they can't hear because of the fans. I think I heard Sandy yesterday, asking about the microphone or the sound system put into the internet system. Is that something that can be done so that could come through the speakers? That would really help the aerobics class.

Mr. Mecsecs: We will take a look at that.

Ms. Burns: I want to make sure we get the people on the Zoom line as well, So, anybody or any public comments from anybody on zoom. If you are using zoom's phone feature you can find that by hitting *9 and that will raise the hand. I'm going to read the last comment that was sent through Angie but was requested to be read today. It is from Dr. Allen Gasler and Susan Gasler, and I will go ahead and read it now.

Resident (Dr. Allen Gasler and Susan Gasler): I'm emailing you regarding two somewhat chronic conditions in regards to common area property and architectural review. I will include photos again of the condition of the pond side common area adjacent to our lot. This area has been problematic since we moved in in December 2017. I was given the flip flop response when you presented it to CDD II, that is was issue with the Developer and conversely that it was an issue with CDD II from the Developer. As you will no doubt see in the photos, the common area adjacent to our lot was never properly graded nor was it seeded or sodded. As a result muddy trenches have formed and deepened each time the mowers from CDD II go over this area. I presented this both a safety issue for the operator of the mower, he tilts terribly when going over these trenches and I fear he may fall off or be injured, or the mower may topple. The safety of those enjoying the common area, it's extremely dangerous to us walk on and is unstable. It's also very unsightly, I'm sure to our neighbors on the other side of the pond. No UK pun intended. The property is sandy, full of weeds, fire ants and mud. We've tried several times to fill the area with left over sod that we have rescued from nearby dumpsters (such a waste). Upon a recent insurance survey we were advised that if this erosion continues and may eventually undermine our lot and home. We face southwest get full force storms here. It would have initially taken a bob cat shovel full of dirt again, that is hauled away by the dump trucks load by the Developer to fill the area. Now I'm afraid this situation is much worse and will require more dirt than that and will require grading and sodding as we've done on the pond front at 1515 Revere Court by the Developer upon competition of our home. A picture says a thousand words, I'm sure this will be obvious to all. A trench issue along our expensive water front property needs to be addressed sooner rather than later. This has been bounced around for 24 months. Thank you for your consideration in these matters. The photos were sent to the Board yesterday when it was received.

Mr. Zelazny: I received the email, I appreciate that. I went out and looked at it on two occasions since the email has arrived. I was the individual who met with them 2 years ago when they first moved in. We did some work out there, but we identified what we thought was the potential problem, which could be from the irrigation system on her yard. The run off is limited to one little area in the middle of her yard. It really doesn't affect her property line, whatsoever. The trench that she's talking about, the erosion area has sunk a couple of inches maybe 6 inches deep. It is covered with sod. In my opinion it's not a safety risk because people don't play on the bank. The picture that she shows where there is the mud, we only grow grass to the highwater line. We don't plant grass down the low water line so that if you look at the pictures, there's this same three feet of grey dirt, which is where the water has receded in the last two months. We can get some soil from the builder and fill it in and level it again. We will attempt to do that within the next couple of weeks but that area is turf grass. We don't plant grass there, we don't cultivate grass there, we don't sprinkle the grass there, we don't water the grass there. It grows naturally. All the other areas, I think there's been one house where we had thrown some starter seed. If we have some we can certainly do that, but that's an area that naturally populates itself with grass seed. Some other comments I just can't take seriously, I take it seriously that she's a resident and she'd like to have her area behind her house pristine. We'll go ahead and get fill soil and we'll go ahead and level it again. The bank is all basically the very same all the way around except for she has a runoff problem right in front of her house.

Ms. Littlewood: You know I spoke to her on that, I ask her to send me the email because things get lost in translation, so I wanted everything. The safety issue isn't for her or the residents. The safety issue she feels is for the mowers because of the trench, particularly since it's been so wet. It's very uneven for the mowers in there, and I know the mowers are kind of flat but at the same they've still got that motion, so that's the safety issue that she was concerned about. The other thing is that the erosion. As she said, the insurance company have said if it continues, then it could you know be detrimental to that property.

Mr. Zelazny: I'd be willing to after if you want to go out and walk it and I can show you where we were in the past.

Mr. Mecsics: Alright everyone. I think we have come to the end of the public comments. The holidays are upon us, Christmas is near, I'm not going to talk about a fat goose or anything like that, but on behalf of the Board we'd like to wish everyone Merry Christmas and Happy Hannukah and a very prosperous and healthy New Year.

ELEVENTH ORDER OF BUSINESS

Adjournment

There not being any further business to discuss,

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION 1

**AGREEMENT BETWEEN THE LAKE ASHTON II COMMUNITY DEVELOPMENT
DISTRICT AND YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
d/b/a YELLOWSTONE LANDSCAPE FOR THE PROVISION OF
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of _____, 2021 (“**Effective Date**”), by and between:

Lake Ashton II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and having offices at 219 E. Livingston Street, Orlando, Florida 32801 (“**District**” or “**Owner**”); and

Yellowstone Landscape-Southeast, LLC, d/b/a Yellowstone Landscape, a Florida Limited Liability Company, whose address is 3235 North State Street, Bunnell, Florida 32110 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District owns, operates and maintains certain ponds, landscaping, and irrigation areas (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the landscape and irrigation maintenance services in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

WHEREAS, District and Contractor previously entered into certain contract(s) for landscape and irrigation maintenance services, as amended (all other prior agreements between the Parties, as may have been amended referred to herein as “**Prior Agreements**”), and hereby desires to terminate all Prior Agreements and replace with this Agreements; and

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

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

Section 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

Section 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services.

B. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

Section 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor shall provide the Services for the areas identified in the Landscape Maintenance Area Map ("**Maintenance Area Map**"), attached hereto as **Exhibit B**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services.

Section 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

B. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

C. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

D. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

Section 5. COMPENSATION; TERM; TERMINATION OF PRIOR AGREEMENTS.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Hundred Sixty-Eight Thousand Six Hundred Ten Dollars (\$168,610.00) annually, or Fourteen Thousand Fifty Dollars and Eighty-Three Cents (\$14,050.83) per month. The term of this Agreement shall be from January 1, 2021, through December 31, 2022, unless terminated earlier by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, change order, or work authorization to this Agreement. The Contractor shall be compensation for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

E. The Parties hereby agree that all Prior Agreements between the Parties are hereby terminated and replaced in full by this Agreement.

Section 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with the limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, supervisors and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida ("State"), and such carrier shall have a Best's Insurance Reports rating of A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor

fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

Section 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

Section 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

Section 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies

available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

Section 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

Section 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

Section 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

Section 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment of this Agreement without such prior written approval is void.

Section 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 18. AGREEMENT. This instrument, together with Exhibits which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. As of the Effective Date, all prior agreements between the Parties shall terminate. In the event of any conflict between this instrument and **Exhibit A**, this instrument shall control.

Section 19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

Section 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

Section 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Lake Ashton II Community Development District
c/o Governmental Management Services
– Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

B. If to Contractor: Yellowstone Landscape – Southeast, LLC
d/b/a Yellowstone Landscape
3235 North State Street
Bunnell, Florida 32110
Attn: Dana Bryant

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Section 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 24. CONTROLLING LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF POLK, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

Section 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jillian Burns (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or,

alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSOFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

Section 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

Section 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Section 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

Section 30. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESS:

**YELLOWSTONE LANDSCAPE –
SOUTHEAST, LLC, dba
YELLOWSTONE LANDSCAPE,
a Florida Limited Liability Company**

(Print Name)

Its: _____

Exhibit A: Scope of Services
Exhibit B: Maintenance Area Map

**EXHIBIT A:
SCOPE OF SERVICES**



Landscape Maintenance Services Proposal
prepared for
**Lake Ashton II CDD -
2021 Renewal**

December 21, 2020





Client Name: Lake Ashton II CDD

Property Name: Lake Ashton II CDD

Billing Address: 6052 Pebble Beach Blvd., Winter Haven, FL 33884

Property Address: 6052 Pebble Beach Blvd. Winter Haven, FL 33884

Property Contact: Jillian Burns

Contractor: **Yellowstone Landscape**
PO Box 849
Bunnell, FL 32110

Property Contact Email: jburns@gmscfl.com

Yellowstone Contact: Dana Bryant

Property Contact Phone: 561-512-7102

Yellowstone Contact Email: danabryant@yellowstonelandscape.com

Contract Effective Date: 1-1-21

Yellowstone Contact Phone: 813-863-7119

Contract Expiration Date: 12-31-22

Yellowstone Scope of Services: **The Client agrees to engage Yellowstone Landscape to provide the services and work described in the attached Exhibit(s) A & B.**

Initial Term: 24 months

Compensation Schedule:

\$14,050.83 Monthly or \$168,610.00 Annually

Amounts above include all previously approved addendums

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: **Yellowstone Landscape**

Accepted by:

Signature: _____

Signature: _____

Date:

Date:

Printed Name: **Mike Wilding**

Printed Name:

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to: **Yellowstone Landscape, PO Box 101017, Atlanta, GA 30392-1017.**

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: By entering into this Agreement, the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Lake Ashton II CDD

Frequencies pulled from original agreement

Service	Freq per year	Notes
St Aug - High Visibilty Areas	40	1x per week April - Sept, 3x per month March and Oct, once every other week November-February
Bahia - High Visibilty Areas	40	1x per week April - Sept, 3x per month March and Oct, once every other week November-February
Undeveloped Bahia	22	Once every other week from March-Oct, 1x per month from Nov-Feb
Pond Mowing (homesite side)	40	
Pond String Trimming (home site side)	21	
Pond Mowing and String Trimming (Non homesite side)	4-6x	NOT INCLUDED. Done by golf course now
Weed/Disease (St Aug)	2	March and October
Fertilization (St Aug)	4	February, April, June, October
Fertilization (Shrubs and Trees)	3	February, May, and October
Pest Control (St Aug)	4	March, May, July, and September
Pest Control (Shrubs and Trees)	6	February, April, June, August, October, and December
Shrub Pruning & Detail	17	
Fig Vine Trimming Exterior	4	
Weeds in beds and hardscape	Ongoing	Just says to maintain to a level that is acceptable to the owner
Fluffing of mulch	8.5	Says to do every other shrub detail cycle
Mulching	2	Spring and Fall: 1.5-2 inches
Annuals	4	
Annual Soil Replenishment	2	
Annual Bed Maintenance	52	
Flower Fert/Pest/Disease	4	
Tree Pruning	2	See specifics for different varieties
Palm Tree Pruning	2-3x	Sabals and Washys 2x, Queens Royals and medjools 3x
Irrigation Inspection	26	Says to do no less than once every two weeks
Pressure Washing	2	Perimeter wall caps and balls
Trash Receptacles	5x per week	Shall be emptied and disposed of

EXHIBIT A:
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leafblowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under the contract.

1.1.1 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

1.1.2 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall, upon availability of space and receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

1.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A "document log" shall be maintained during the work of this

Contractor to provide records on the information available to or from this Contractor. The "log" shall outline document titles and dates, the originator, received dates, and to/from information. This "log" shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer Name of data being transferred
- Type(s) of data being transferred Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

1.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

1.11 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole property of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

1.12 Reserved

1.13 Reserved

1.14 Certification

Contractor shall possess and provide owner with evidence of all necessary certifications and/or licenses to perform the services required under this Scope of Services.

1.15 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other CDD items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor.

In addition, the Contractor shall provide a representative to attend the monthly meeting of the Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of construction, operation, and general maintenance within Lake Ashton II is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know is crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- TECO/Peoples Gas
- Polk County and its various departments
- City of Winter Haven and its various departments
- SWFWMD
- Adjacent property owners, as directed by the Owner
- Lake Ashton Community Development District
- Lake Ashton Golf Club Manager

2.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Lake Ashton II, specifically the areas of CDD maintenance. Exhibit B includes a map identifying the general limits of CDD maintenance. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a minimum frequency of 40 times per year.
- b. Bahia located in undeveloped areas and within limits shall receive mowing once every other week from March through October and once per month from November through February. Mowing shall be performed for these areas at a minimum frequency of 22 times a year.
- c. Turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2½) inches, to foster photosynthesis and healthy root development.
- d. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.

- e. Mulching type-mowing equipment is preferred, and no side discharges are permitted on walk-behind mowers.
- f. Visible clippings after mowing shall be removed to prevent thatch build up.
- g. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- h. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise un-mowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the months of March and November of each year for all St. Augustine areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional

requirements for weed control are defined in paragraph 3.2.2.

- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied with the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Additional applications of micronutrients may be needed in July or August for St. Augustine turf.
- b. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- c. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- d. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- f. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- g. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- h. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base Scope of Services.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of mulch. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. There is Creeping Fig on the Health and Fitness Center and on the perimeter wall east and west of the main entrance. The contractor will prune the Fig at least four (4) times per year.
- f. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- g. Spring flowering shrubs shall be pruned yearly after blooming.
- h. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.

- i. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- j. Ground covers shall be edged and pruned to contain them within the planting beds.
- k. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- l. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- m. A schedule for pruning shall be submitted within 30 calendar days of the notice to proceed with the Services for Owner's approval.
- n. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May and October). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty percent nitrogen derived from sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron, minimum.
 - 4. Two percent magnesium, minimum.
 - 5. One percent magnesia, minimum.
 - 6. Three percent phosphorous, minimum.
 - 7. Include elements of calcium, boron, copper, zinc and phosphor.

- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

All mulched beds shall be turned over for a fresh appearance during ever other required bed detailing sequence. Premium grade cypress mulch shall be installed two (2) times per year in

the Spring and Fall at a depth of 1.5 inches to 2 inches. Mulch in excess of 2 inches shall be removed from the planting areas.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Annuals

- 3.1.1** Annual flowers will be changed out (4) times per year with selected "standard" varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen. Please consult with the owner about recommended plant types prior to installation.
- 3.1.2** All soils are to be rota-tilled to a depth of 4 inches after removing and prior to installing new flowers. Annual mix soil will be replenished (2) times a year.
- 3.1.3** Annual flower beds will be serviced (52) times a year to remove flowers that are fading or dead (deadheading) to prolong blooming time and to improve the general appearance of the plant.
- 3.1.4** Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.1.5** Annual flower beds are not to be left empty for more than (4) working days at any given time, unless replacement is prevented by severe weather conditions.
- 3.1.6** Flower saver plus (or comparable product) which contains beneficial soil microorganisms and rich organic soil nutrients will be incorporated in the annual flower change. Supplemental top dressing with a control release fertilizer and/or soluble fertilizer (such as Peters 20-20-20) will be applied to enhance flowering and plant vigor.

3.4 Tree Care

3.1.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- 1. Oaks: Generally, prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.

2. Crape myrtles: Crape myrtles shall be tipped in January, but only by approximately two to three feet. Sever topping shall be considered out of character.
 3. Wax Myrtle: Wax myrtles shall be tipped mildly in January, cleaned at the base to two feet clear trunk and dead wood removed.
 4. Holly: Hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided, unless directed by the Owner.
 5. Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
 6. Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
 7. Palm Trees: Only brown or broken fronds shall be removed at time of pruning. Standard Palms, including Sables and Washingtons, shall be pruned two (2) times per year. Tropical Palms, including Queens, Royals, Coconuts and Medjools, shall be pruned three (3) times per year.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
 - d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
 - e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
 - f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
 - g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.4.2 Fertilization

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.4.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.4.4 Mulching

All individual isolated trees shall have their tree ring re-mulched as per the requirements of 3.2.5.

3.4.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.4.6 Hand Watering

- a. Contractor shall be responsible to decrease or increase hand watering application rates for the health and survival of the trees. Any trees that decline beyond acceptance to the Owner or die due to lack of watering shall be replaced at the Contractor's own expense, as per paragraph 1.15. If the Contractor believes the water application rates need to increase for the health survival of the trees, the Contractor must initiate the increased rate by contacting the Owner. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

3.5 Irrigation System

3.5.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 a.m. and 7:00 a.m. Any extension from this schedule shall be approved by the Owner.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every two weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - 1. Activate each zone of the existing system.
 - 2. Visually check for and report and damaged heads or ones needing repair.
 - 3. Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.

- d. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

3.6 Pressure Washing

3.6.1 Equipment

Pressure washing shall be performed with the use of a 2,500-psi gas-powered pressure washing machine, unless otherwise specified. Contractor will need the ability to pressure wash in remote areas where water and electricity are not available.

3.6.2 Perimeter Wall

The column caps and balls on the perimeter wall along each side of the main entrance shall be cleaned at least two (2) times per year paying careful attention not to damage the structures.

3.6.3 Other Areas

Other areas shall be pressure washed at the direction of the Owner and as a billable extra in accordance with section 4.C. of the Agreement.

3.7 Litter and Debris Removal

3.7.1 Trash Receptacles

- a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of five times per week. This includes trash receptacles at the tennis and pickleball courts and around the exterior of the Health and Fitness Center. All trash shall be disposed of in the Health and Fitness Center dumpster. Replacement liners shall be provided by the Contractor.
- b. Contractor shall provide pest control and disinfectant twice per month or as directed by the Owner.

3.7.2 Landscape Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of off-site.

3.7.3 Road Rights-of-Way, Ponds, Recreation Areas

Prior to mowing, each area will be patrolled for trash and other debris to clean area and reduce risk of flying debris. Any litter found in planting beds or in turf areas shall be collected and disposed of off-site.

3.7.4 Health and Fitness Center Grounds and Associated Amenities

Contractor shall blow off debris from all HFC grounds and associated amenities at least once daily.

4.0. Pond Maintenance

The Contractor shall mow, edge, trim, and cleanup pond bank areas for the twenty-four (24) ponds and green space areas as indicated on the attached Landscape Maintenance Area Map. Services are to be performed as follows:

- Mowing – pond side directly touching homesites at an occurrence rate of at least forty-two (42) maintenance services annually;
- String Trimming – pond side directly touching homesites at an occurrence rate of at least twenty-one (21) maintenance services annually;
- Mowing and String Trimming – pond sides not touching homesites at an occurrence rate of at least nine (9) maintenance services annually.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs within the Lake Ashton II Community Development District's limit of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 3.5.

5.3 Emergency Repairs

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.

- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

6.0 **RESPONSE TIME**

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

6.1 **General**

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

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Irrigation adjustments: 24 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

6.2 **Emergency Response Program**

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

END OF SCOPE

EXHIBIT B:
LANDSCAPE MAINTENANCE AREA MAP

LAKE ASHTON



SECTION VI

SECTION B

I am wondering if there is a plan for clearing the lake edges/"buffer zone" in LA West. Bob Zelazny stated in the past that he would try to get money into the budget for removal of the overgrowth along Rattlesnake Lake and the LA side of Hart Lake. He also provided a 'fact sheet' after a visit with SWFMD, indicating that primrose willow and cogan grass can be cut to the ground. That has not happened along the north shore of Rattlesnake Lake.

On a recent cart ride along the East golf course, I noticed that the East has been maintaining the view of its residents who overlook the water - grasses and taller brush are kept cut back. We chose our lot specifically for the close view of Rattlesnake Lake as it was in late 2012; at that time, we could see the water's edge. Since then, there has been no effort to keep vegetation down and it has consequently become ~10 feet tall in places.

Could you please update me on where this issue stands? Thank you.

Jean Miller
5437 Hogan

SECTION C

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION VIII

SECTION D



LA II COMMUNITY DIRECTOR REPORT

Meeting date: January 15, 2021

Mary Bosman
mbosman@lakeashton2cdd.com



Projects/Summaries

The following is a listing of updates around the HFC and projects that are being worked on or have been completed since the last LA II Board of Supervisors' Meeting, on December 18, 2020 (Not necessarily in order).

Staffing: Louise Crespín has retired, and we are looking to replace her with a temporary (during COVID) hire for the 4 PM – 10 PM shift. The pool attendant position remains open and we have new applications in for that temporary hire now. Interviewing for both positions will occur next week. Thanks to staff and Securitas staff for covering that position.

Our cleaning vendor got a false positive COVID test result, so staff had to step up and do the cleaning until he got the test again and it was negative. Proper protocols for the HFC were followed. Staff got tested as he eats lunch with us. Fortunately, this happened over a weekend, and test results came in before the following Monday.

I attended the meeting with CERT, both BOS Chairmen, and Christine regarding preliminary efforts for the possible Lake Ashton COVID vaccination dates. Our office staff and myself are assisting residents with the online surveys as requested.

Facility/grounds: Holiday lights and decorations have been taken down. The dead Medjool Palm tree at the Hwy. 653 entrance has been removed with no damage to the surrounding area. The pool will be deep cleaned next week as part of an annual maintenance plan. The fans need to be kept on at all times to prevent the fire alarm system from getting corroded per the fire alarm inspectors, so that has been implemented. The dog park fence on Pebble Beach Blvd. has had some repair work done by our Maintenance team and will possibly need further repairs soon.

Respectfully,

Mary Bosman

SECTION IX

SECTION A

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

Check Run Summary GF

12/10/20 - 01/07/21

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
12/10/20	3255	\$173.38
12/14/20	3256-3264	\$19,716.39
12/18/20	3265-3267	\$920.00
12/21/20	3268-3278	\$1,730,168.48
1/4/21	3279-3291	\$184,889.98
1/7/21	3292-3300	\$10,427.94
<i>Total</i>		<u><u>\$1,946,296.17</u></u>

Check Run Summary CR

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
12/14/20	69	\$625.93
12/21/20	70	\$535.86
<i>Total</i>		<u><u>\$1,161.79</u></u>

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

RUN 1/07/21

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/10/20	00231	12/13/20 12132020	202012 320-57200-12100		*	173.38	
		PPE 12/13/2020		NICOLAS PERRY WRIGHT			173.38 003255
12/14/20	00092	11/30/20 190094	202011 320-57200-46500		*	2,730.00	
		SVCS 11/20		APPLIED AQUATIC MANAGEMENT, INC.			2,730.00 003256
12/14/20	00084	12/01/20 AR573658	202012 320-57200-51000		*	372.58	
		COPIER LEASE		DEX IMAGING			372.58 003257
12/14/20	00159	12/08/20 10	202012 310-51300-31300		*	500.00	
		AMORTIZATION SCHEDULE		DISCLOSURE SERVICES LLC			500.00 003258
12/14/20	00070	11/13/20 8557670	202011 320-57200-34800		*	128.00	
		SVCS 11/20		FLORIDA PEST CONTROL			128.00 003259
12/14/20	00058	12/01/20 50	202012 310-51300-34000		*	5,000.00	
		MGMT FEES 12/20					
		12/01/20 50	202012 310-51300-35100		*	83.33	
		INFORMATION TECHNOLOGY					
		12/01/20 50	202012 310-51300-31300		*	500.00	
		DISSEMINATION AGT SVCS					
		12/01/20 50	202012 310-51300-51000		*	20.00	
		OFFICE SUPPLIES					
		12/01/20 50	202012 310-51300-42000		*	25.85	
		POSTAGE					
		12/01/20 50	202012 310-51300-42500		*	55.35	
		COPIES		GMS-CENTRAL FLORIDA, LLC			5,684.53 003260
12/14/20	00107	11/05/20 10219581	202011 320-57200-46400		*	449.99	
		SALES					
		11/10/20 10219593	202011 320-57200-46400		*	479.99	
		SALES		POOL & PATIO CENTER			929.98 003261
12/14/20	00101	12/01/20 5612124	202012 320-57200-46400		*	567.32	
		SVCS 12/20		POOLSURE			567.32 003262
12/14/20	00150	11/30/20 1710147	202011 310-51300-31100		*	2,669.67	
		SVCS 11/20					

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

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
		11/30/20	201611 202011 310-51300-31100 SVCS 11/20		*	2,359.59	
				RAYL ENGINEERING & SURVEYING, LLC			5,029.26 003263
12/14/20	00152	12/03/20	10114189 202011 320-57200-34500 SVCS 11/27-12/03/20		*	3,774.72	
				SECURITAS SECURITY SERVICES USA, INC			3,774.72 003264
12/18/20	00081	12/01/20	120120 202012 320-57200-23000 DEC 2020 HEALTH INS.		*	250.00	
				MARY BOSMAN			250.00 003265
12/18/20	00140	12/13/20	121320 202012 320-57200-34100 IT SERVICES		*	420.00	
				RYAN A BUSWELL			420.00 003266
12/18/20	00170	12/01/20	120120 202012 320-57200-23000 DEC 2020 HEALTH INS.		*	250.00	
				JAMES MARGESON			250.00 003267
12/21/20	00076	12/12/20	50183001 202012 320-57200-41000 SVCS 12/20		*	682.92	
				BRIGHT HOUSE NETWORKS			682.92 003268
12/21/20	00159	10/23/20	9 202011 310-51300-31300 AMORTIZATION SCHEDULE		*	100.00	
				DISCLOSURE SERVICES LLC			100.00 003269
12/21/20	00016	12/21/20	1120 202011 300-20700-10100 TXFER OF TAX RECEIPTS		*	338,430.30	
		12/21/20	122020 202011 300-20700-10100 TXFER OF TAX RECEIPTS		*	531.10	
				LAKE ASHTON II C/O US BANK			338,961.40 003270
12/21/20	00168	12/21/20	1120 202011 300-20700-10300 TXFER OF TAX RECEIPTS		*	279,282.28	
		12/21/20	112020 202011 300-20700-10300 TXFER OF TAX RECEIPTS		*	419.73	
				LAKE ASHTON II C/O US BANK			279,702.01 003271
12/21/20	00040	12/14/20	95469 202011 310-51300-31500 SVCS 11/20		*	498.75	
				LATHAM, SHUKER, EDEN & BEAUDINE LLP			498.75 003272
12/21/20	00150	11/30/20	201089 202011 310-51300-31100 SVCS 11/30		*	719.84	

LKA2 LAKE ASHTON 2 SROSINA

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

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		11/30/20	201641 202011 310-51300-31100 SVCS 11/20		*	90.00	
				RAYL ENGINEERING & SURVEYING, LLC			809.84 003273
12/21/20	00019	12/21/20	1220 202012 300-15100-10000 TXFER EXCESS FUNDS		*	1,100,000.00	
				STATE BOARD OF ADMINISTRATION			1,100,000.00 003274
12/21/20	00152	12/10/20	10129860 202012 320-57200-34500 SVCS 12/04-12/10/20		*	3,887.30	
		12/17/20	10138398 202012 320-57200-34500 SVCS 12/11-12/17/20		*	3,901.05	
				SECURITAS SECURITY SERVICES USA, INC			7,788.35 003275
12/21/20	00005	11/13/20	L060G0JE 202011 310-51300-48000 NOTICE OF MEETING		*	140.00	
				THE LEDGER/NEWS CHIEF			140.00 003276
12/21/20	00036	12/11/20	113916 202012 320-57200-46400 REPAIRS 12/20		*	94.00	
				TRADITION CENTRAL AIR, INC.			94.00 003277
12/21/20	00218	12/03/20	3184-112 202011 320-57200-46020 PURCHASES		*	2,219.13	
		12/03/20	3184-112 202011 320-57200-46030 PURCHASES		*	73.23	
		12/03/20	3184-112 202011 320-57200-46050 PURCHASES		*	107.50	
		12/03/20	3184-112 202011 320-57200-49400 PURCHASES		*	212.33	
		12/03/20	3184-112 202011 320-57200-51000 PURCHASES		*	241.78	
		12/03/20	3184-112 202011 300-13100-10000 PURCHASES		*	1,314.00-	
		12/03/20	3184-112 202011 300-36900-10300 PURCHASES		*	148.76-	
				WELLS FARGO			1,391.21 003278
1/04/21	00140	12/27/20	122720 202012 320-57200-34100 DEC 20 IT SERVICES		*	166.25	
				RYAN A BUSWELL			166.25 003279
1/04/21	00238	1/05/21	010521 202101 300-13100-10000 GOLF COURSE PAYMENT-FY21		*	147,876.63	
				LAKE ASHTON GOLF CLUB LTD.			147,876.63 003280
				LKA2 LAKE ASHTON 2 SROSINA			

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/04/21	00092	12/23/20 190601	202012 320-57200-46500		*	700.00	
		SVCS DEC 20,JAN&FEB 2021		APPLIED AQUATIC MANAGEMENT, INC.			700.00 003281
1/04/21	00064	12/18/20 1220	202012 320-57200-43200		*	1,599.69	
		SVCS 12/20		CITY OF WINTER HAVEN			1,599.69 003282
1/04/21	00084	11/25/20 AR572589	202011 320-57200-51000		*	51.67	
		CARTRIDGES		DEX IMAGING			51.67 003283
1/04/21	00161	12/15/20 204562	202101 320-57200-34510		*	195.00	
		MONITOR-1/01/21-3/31/21		THE HARTLINE ALARM CO INC			195.00 003284
1/04/21	00191	12/21/20 119314	202011 310-51300-31500		*	2,748.75	
		SVCS 11/20					
		12/21/20 119316	202011 310-51300-31500		*	3,403.00	
		SVCS 11/20		HOPPING GREEN & SAMS ATTORNEYS			6,151.75 003285
1/04/21	00193	12/01/20 10033	202012 320-57200-34530		*	183.00	
		MAINT 12/20		PERFORMANCE PLUS CARTS			183.00 003286
1/04/21	00101	1/01/21 5613138	202101 320-57200-46400		*	567.32	
		SVCS 01/2021		POOLSURE			567.32 003287
1/04/21	00080	12/14/20 65400098	202101 320-57200-34900		*	194.73	
		SVCS 01/2021		REPUBLIC SERVICES #654			194.73 003288
1/04/21	00152	12/24/20 10147519	202012 320-57200-34500		*	3,897.33	
		SVCS 12/18-12/24/20					
		12/31/20 10155649	202012 320-57200-34500		*	4,144.86	
		SVCS 12/25-12/31/20		SECURITAS SECURITY SERVICES USA,INC			8,042.19 003289
1/04/21	00062	12/14/20 1220	202012 320-57200-43000		*	10,417.08	
		SVCS 12/20		TAMPA ELECTRIC COMPANY			10,417.08 003290
1/04/21	00067	12/01/20 OS175137	202012 320-57200-46200		*	14,967.83	
		MAINT 12/20					

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - GENERAL FUND
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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		12/01/20	OS175137 202012 320-57200-46200		*	917.00-	
			CREDIT INVOICE 175137				
		12/01/20	OS175137 202012 320-57200-46200		*	917.00-	
			CREDIT INVOICE 164306				
		12/01/20	OS175137 202012 320-57200-46200		*	4,389.16-	
			CREDIT INVOICE 161829				
				YELLOWSTONE LANDSCAPE			8,744.67 003291
1/07/21	00068	1/05/21	010521 202012 320-57200-34100		*	325.00	
			DEC 2020 CLASSES				
				PAULETTE EDMONDS			325.00 003292
1/07/21	00069	1/05/21	010521 202012 320-57200-34100		*	925.00	
			DEC 2020 CLASSES				
				LAURIE HEVERLY			925.00 003293
1/07/21	00216	12/23/20	Q-WIC-12 202101 320-57200-51000		*	349.00	
			CISCO AIRONET 1832IK9 AP				
				AFFORDABLE COMPUTER GEEKS			349.00 003294
1/07/21	00051	12/23/20	31158327 202012 320-57200-43100		*	1,949.07	
			PROPANE:POOL HEAT				
				AMERIGAS			1,949.07 003295
1/07/21	00003	12/22/20	72219162 202012 310-51300-42000		*	43.63	
			DELIVERIES THRU 12/22/20				
		12/29/20	72295101 202012 310-51300-42000		*	31.31	
			DELIVERIES THRU 12/29/20				
				FEDEX			74.94 003296
1/07/21	00058	1/01/21	51 202101 310-51300-34000		*	5,000.00	
			JAN 2021 MGMT FEES				
		1/01/21	51 202101 310-51300-35100		*	83.33	
			JAN 2021 INFO TECHNOLOGY				
		1/01/21	51 202101 310-51300-31300		*	500.00	
			JAN 2021 DISSEMINATION				
		1/01/21	51 202101 310-51300-51000		*	20.00	
			JAN 2021 OFFICE SUPPLIES				
		1/01/21	51 202101 310-51300-42000		*	15.50	
			JAN 2021 POSTAGE				
		1/01/21	51 202101 310-51300-42500		*	13.50	
			JAN 2021 COPIES				
				GMS-CENTRAL FLORIDA, LLC			5,632.33 003297
1/07/21	00086	11/24/20	9026262 202012 320-57200-46020		*	99.00	
			DW 7.8 AMP HAMMERDRILL				

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

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		12/07/20	6021142 202012 320-57200-46020	SUPPLIES	*	68.98	
				HOME DEPOT CREDIT SERVICES			167.98 003298
1/07/21	00036	1/07/21	114276 202101 320-57200-46020	REPLACE EXHAUST FAN MOTOR	*	752.05	
				TRADITION CENTRAL AIR, INC.			752.05 003299
1/07/21	00119	12/18/20	50131404 202101 320-57200-51000	COPIER LEASE	*	252.57	
				WELLS FARGO VENDOR FIN SERV			252.57 003300
				TOTAL FOR BANK A		1,946,296.17	
				TOTAL FOR REGISTER		1,946,296.17	

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
LAKE ASHTON II - CAPITAL PROJ
BANK B LAKE ASHTON II - CR

RUN 1/07/21

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/14/20	00002	12/04/20 CQJSQ101 DEPOSIT	202012 600-53800-60000		*	625.93	
						COMMERCIAL FITNESS PRODUCTS INC	625.93 000069
12/21/20	00002	12/15/20 20243 FITNESS	202012 600-53800-60000 EQUIPMENT SUPPLIE		*	535.86	
						COMMERCIAL FITNESS PRODUCTS INC	535.86 000070
TOTAL FOR BANK B						1,161.79	
TOTAL FOR REGISTER						1,161.79	

LKA2 LAKE ASHTON 2 SROSINA

Lake Ashton II CDD

Special Assessment Receipts

Fiscal Year Ending September 30, 2021

									\$1,544,991.24 .36300.10000		\$399,247.04 .36300.10000	\$330,000.00 .36300.10200	\$729,247.04
Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	Debt Svc Interest	O&M Discounts/ Penalties	Debt Discounts/ Penalties	Commissions Paid	Net Amount Received	General Fund 100.00%		05A Debt Svc Fund 54.748%	06A Debt Svc Fund 45.252%	Debt Total 100%
11/16/20	10/01/20-10/31/20	\$ 2,285.49	\$ -	\$ -	\$ 91.42	\$ -	\$ 43.88	\$ 2,150.19	\$ 2,150.19		\$ -	\$ -	\$ -
11/19/20	06/01/20-10/15/20	\$ 15,959.44	\$ 6,476.38	\$ -	\$ 837.87	\$ 340.01	\$ 425.16	\$ 20,832.78	\$ 14,832.74		\$ 3,284.89	\$ 2,715.15	\$ 6,000.04
11/23/20	11/01/20-11/08/20	\$ 153,127.83	\$ 59,153.20	\$ -	\$ 6,125.14	\$ 2,366.20	\$ 4,075.79	\$ 199,713.90	\$ 144,233.82		\$ 30,374.15	\$ 25,105.93	\$ 55,480.07
12/1/20	11/09/20-11/15/20	\$ 146,271.36	\$ 70,510.72	\$ -	\$ 5,850.88	\$ 2,820.52	\$ 4,162.21	\$ 203,948.47	\$ 137,592.90		\$ 36,328.24	\$ 30,027.32	\$ 66,355.56
12/11/20	11/16/20-11/25/20	\$ 638,868.18	\$ 304,355.20	\$ -	\$ 25,524.43	\$ 12,157.61	\$ 18,110.83	\$ 887,430.51	\$ 601,040.26		\$ 156,792.49	\$ 129,597.76	\$ 286,390.25
12/18/20	11/26/20-11/30/20	\$ 443,385.06	\$ 216,666.56	\$ -	\$ 17,735.48	\$ 8,666.96	\$ 12,672.98	\$ 620,976.20	\$ 417,040.26		\$ 111,650.53	\$ 92,285.41	\$ 203,935.94
		\$ 1,399,897.36	\$ 657,162.06	\$ -	\$ 56,165.22	\$ 26,351.30	\$ 39,490.86	\$ 1,935,052.04	\$ 1,316,890.17		\$ 338,430.30	\$ 279,731.57	\$ 618,161.87
BALANCE REMAINING		\$145,093.88	\$72,084.98										

Gross Percent Collected	90.45%
Balance Due	\$217,178.86

SECTION B

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2020

	MAJOR FUNDS			TOTAL
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
<u>ASSETS:</u>				
CASH	\$101,955	---	\$19,919	\$121,874
PETTY CASH	\$100	---	---	\$100
ACCOUNTS RECEIVABLE	\$4,981	---	---	\$4,981
DUE FROM GENERAL FUND	---	---	\$75,000	\$75,000
DUE FROM CAPITAL RESERVE	\$1,314	---	---	\$1,314
INVESTMENT - STATE BOARD - SURPLUS FUNDS	\$1,100,022	---	\$256,287	\$1,356,309
<u>SERIES 2005A</u>				
RESERVE A	---	\$264,265	---	\$264,265
PREPAYMENT A	---	\$1	---	\$1
REVENUE A	---	\$338,962	---	\$338,962
DEFERRED COST A/B	---	\$33,508	---	\$33,508
<u>SERIES 2006A</u>				
RESERVE A	---	\$77,153	---	\$77,153
REVENUE A	---	\$279,702	---	\$279,702
PREPAYMENT A	---	\$15,456	---	\$15,456
DEFERRED COST A/B	---	\$3,446	---	\$3,446
COST OF ISSUANCE	---	---	\$29	\$29
DEPOSITS	\$24,463	---	---	\$24,463
PREPAID EXPENDITURES	\$4,939	---	---	\$4,939
TOTAL ASSETS	\$1,237,774	\$1,012,494	\$351,234	\$2,601,502
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$39,498	\$5,780	---	\$45,278
DUE TO GENERAL FUND	---	---	\$1,314	\$1,314
DUE TO DEBT SERVICE - SERIES 2005A	---	---	---	\$0
DUE TO DEBT SERVICE - SERIES 2006	---	---	---	\$0
DUE TO CAPITAL RESERVE FUND	\$75,000	---	---	\$75,000
TOTAL LIABILITIES	\$114,498	\$5,780	\$1,314	\$121,592
<u>FUND BALANCES:</u>				
NONSPENDABLES:				
PREPAID EXPENSES	\$4,939	---	---	\$4,939
DEPOSITS - TECO	\$24,463	---	---	\$24,463
RESTRICTED FOR:				
DS-SERIES 2005A	---	\$630,956	---	\$630,956
DS-SERIES 2006A	---	\$375,758	---	\$375,758
CAPITAL PROJECTS	---	---	\$349,920	\$349,920
ASSIGNED FOR GENERAL FUND	\$170,344	---	---	\$170,344
UNASSIGNED FOR GENERAL FUND	\$923,529	---	---	\$923,529
TOTAL FUND BALANCES	\$1,123,276	\$1,006,714	\$349,920	\$2,479,910
TOTAL LIABILITIES & FUND BALANCES	\$1,237,774	\$1,012,494	\$351,234	\$2,601,502

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS - TAX COLLECTOR	\$1,445,344	\$1,316,890	\$1,316,890	\$0
INTEREST EARNED	\$1,500	\$375	\$22	(\$353)
RENTAL FEES	\$5,200	\$1,300	\$0	(\$1,300)
MISCELLANEOUS INCOME	\$0	\$0	\$156	\$156
<i>TOTAL REVENUES</i>	<u>\$1,452,044</u>	<u>\$1,318,565</u>	<u>\$1,317,068</u>	<u>(\$1,497)</u>
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
ARBITRAGE	\$1,200	\$300	\$0	\$300
ANNUAL AUDIT	\$4,900	\$1,225	\$0	\$1,225
COMPUTER TIME	\$1,000	\$250	\$250	\$0
DISSEMINATION	\$6,500	\$1,625	\$2,100	(\$475)
DUES, LICENSES, SUBSCRIPTIONS	\$175	\$44	\$175	(\$131)
INSURANCE	\$11,182	\$11,182	\$12,730	(\$1,548)
LEGAL ADVERTISING	\$1,500	\$375	\$140	\$235
MANAGEMENT	\$60,000	\$15,000	\$15,000	\$0
OFFICE SUPPLIES	\$250	\$63	\$41	\$21
OTHER CURRENT CHARGES	\$2,700	\$675	\$691	(\$16)
GOLF COURSE STUDY	\$0	\$0	\$0	\$0
POSTAGE	\$2,000	\$500	\$641	(\$141)
PRINTING & BINDING	\$1,000	\$250	\$327	(\$77)
TELEPHONE	\$50	\$13	\$0	\$13
TRUSTEE FEES	\$13,963	\$3,491	\$0	\$3,491
<i>TOTAL ADMINISTRATIVE</i>	<u>\$106,420</u>	<u>\$34,992</u>	<u>\$32,095</u>	<u>\$2,897</u>

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>FIELD:</u>				
ATTORNEY	\$40,000	\$10,000	\$15,532	(\$5,532)
BUILDING CONTRACT SERVICES	\$43,920	\$10,980	\$7,243	\$3,737
BUILDING GROUNDS MAINTENANCE & SUPPLIES	\$40,000	\$10,000	\$5,662	\$4,338
CONTINGENCY	\$0	\$0	\$502	(\$502)
ENGINEERRING	\$15,000	\$3,750	\$15,679	(\$11,929)
HFC SPECIAL EVENTS	\$5,000	\$1,250	\$988	\$262
LANDSCAPE CONTRACT SERVICES	\$179,604	\$44,901	\$44,960	(\$59)
IRRIGATION MAINTENANCE	\$2,000	\$500	\$0	\$500
LAKE MAINTENANCE	\$35,560	\$8,890	\$6,160	\$2,730
OFFICE SUPPLIES/PRINTING/BINDING	\$13,000	\$3,250	\$2,594	\$656
PERMITS/INSPECTIONS	\$1,500	\$375	\$275	\$100
PERSONNEL EXPENSES	\$245,950	\$61,488	\$66,442	(\$4,955)
PROPERTY INSURANCE	\$21,854	\$21,854	\$24,443	(\$2,589)
SECURITY CONTRACT SERVICES	\$200,170	\$50,043	\$50,744	(\$701)
UTILITIES	\$215,000	\$53,750	\$45,594	\$8,156
TOTAL FIELD	<u>\$1,058,558</u>	<u>\$281,030</u>	<u>\$286,816</u>	<u>(\$5,786)</u>
<u>TOTAL PROJECT:</u>				
FIRST QUARTER OPERATING RESERVES	\$265,271	\$66,318	\$0	\$66,318
TOTAL PROJECT	<u>\$265,271</u>	<u>\$66,318</u>	<u>\$0</u>	<u>\$66,318</u>
TOTAL EXPENDITURES	<u>\$1,430,249</u>	<u>\$382,339</u>	<u>\$318,911</u>	<u>\$63,428</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$21,795</u>	<u>\$936,226</u>	<u>\$998,157</u>	<u>\$61,931</u>
OTHER FINANCIANG SOURCES/(USES):				
INTERFUND TRANSFER IN/(OUT)-CAPITAL RESERVE	(\$192,139)	(\$48,035)	\$0	\$48,035
TOTAL OTHER FINANCING SOURCES/(USES)	<u>(\$192,139)</u>	<u>(\$48,035)</u>	<u>\$0</u>	<u>\$48,035</u>
NET CHANGE IN FUND BALANCE	<u>(\$170,344)</u>	<u>\$888,191</u>	<u>\$998,157</u>	<u>\$109,966</u>
FUND BALANCE - Beginning	\$170,344		\$125,119	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$1,123,276</u>	

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND - FY 2021

	ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:														
SPECIAL ASSESSMENTS	\$1,445,344	\$0	\$161,217	\$1,155,673	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,316,890
INTEREST EARNED	\$1,500	\$11	\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
RENTAL FEES	\$5,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$7	\$149	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156
CARRY FORWARD SURPLUS	\$170,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,622,388	\$18	\$161,366	\$1,155,684	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,317,068

EXPENDITURES:

ADMINISTRATIVE

ARBITRAGE	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$4,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMPUTER TIME	\$1,000	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
DISSEMINATION	\$6,500	\$500	\$600	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100
DUES, LICENSES AND SUBSCRIPTIONS	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
INSURANCE	\$11,182	\$12,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,730
LEGAL ADVERTISING	\$1,500	\$0	\$140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140
MANAGEMENT FEES	\$60,000	\$5,000	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
OFFICE SUPPLIES	\$250	\$0	\$21	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41
OTHER CURRENT CHARGES	\$2,700	\$233	\$211	\$247	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$691
POSTAGE	\$2,000	\$468	\$73	\$101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$641
PRINTING AND BINDING	\$1,000	\$269	\$3	\$55	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327
TELEPHONE	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$13,963	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ADM. EXPENDITURES	\$106,420	\$19,458	\$6,130	\$6,506	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,095

FIELD:

ATTORNEY	310.513.31500	\$40,000	\$8,881	\$6,651	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,532
BUILDING CONTRACT SERVICES		\$43,920												
SECURITY SERVICES	320.572.34510		\$364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$364
CLEANING SERVICES	320.572.46010		\$2,360	\$2,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,720
POOL MAINTENANCE	320.572.46400		\$0	\$1,497	\$661	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,159
TOTAL BUILDING CONTRACT SERVICES		\$43,920	\$2,724	\$3,857	\$661	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,243
BUILDING /GROUNDS MAINTENANCE & SUPPLIES		\$40,000												
BUILDING MAINTENANCE/SUPPLIES	320.572.46020		\$1,011	\$2,578	\$168	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,758
GROUNDS MAINTENANCE/SUPPLIES	320.572.46030		\$1,496	\$73	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,569
PEST CONTROL	320.572.34800		\$207	\$128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$335
TOTAL BUILDING /GROUNDS MAINTENANCE & SUPPLIES		\$40,000	\$2,714	\$2,779	\$168	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,662
CONTINGENCY	320.572.49000	\$0	\$395	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$502
ENGINEERING	310.513.31100	\$15,000	\$9,840	\$5,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,679
HFC SPECIAL EVENTS	320.572.49400	\$5,000	\$776	\$212	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$988

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND - FY 2021

		ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
LANDSCAPE CONTRACT SERVICES	320.572.46200	\$179,604	\$14,968	\$21,247	\$8,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,960
IRRIGATION MAINTENANCE	320.572.46210	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	320.572.46500	\$35,560	\$2,730	\$2,730	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,160
OFFICE SUPPLIES/PRINTING/BINDING	320.572.51000	\$13,000	\$1,375	\$593	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,594
PERMITS/INSPECTIONS	320.572.49300	\$1,500	\$0	\$275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275
PERSONNEL EXPENSES		\$245,950													
EXERCISE INSTRUCTORS	320.572.34100		\$3,948	\$2,992	\$2,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,949
FICA EXPENSE	320.572.21000		\$1,132	\$1,122	\$1,727	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,981
HEALTH INSURANCE	320.572.23000		\$471	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,471
SALARIES	320.572.12000		\$14,793	\$14,670	\$22,579	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,041
PERSONNEL EXPENSES		\$245,950	\$20,343	\$19,284	\$26,815	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,442
PROPERTY INSURANCE	320.572.45000	\$21,854	\$24,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,443
SECURITY CONTRACT SERVICES		\$200,170													
GATE ATTENDANTS	320.572.34500		\$15,106	\$19,151	\$15,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,088
OFF DUTY SECURITY-EVENTS	320.572.34501		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIDEO SECURITY-ADT	320.572.34520		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY EXTRAS	320.572.34530		\$290	\$183	\$183	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$656
TOTAL SECURITY CONTRACT SERVICES		\$200,170	\$15,396	\$19,334	\$16,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,744
UTILITIES		\$215,000													
ELECTRIC	320.572.43000		\$10,441	\$10,395	\$10,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,253.01
REFUSE	320.572.34900		\$0	\$195	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390.15
WATER	320.572.43200		\$1,786	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,385.47
TELEPHONE	320.572.41000		\$277	\$1,679	\$960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,916.27
GAS/PROPANE	320.572.43100		\$3,565	\$2,135	\$1,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,648.75
MAINTENANCE	320.572.46000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
TOTAL UTILITIES		\$215,000	\$16,069	\$14,404	\$15,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,594
TOTAL FIELD EXPENDITURES		\$878,954	\$120,654	\$97,313	\$68,849	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$286,816
FIRST QUARTER OPERATING RESERVES		\$265,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER SOURCES/(USES)</u>															
INTERFUND TRANSFER IN/(OUT)		(\$192,139)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES/(USES)		(\$192,139)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES		\$1,442,784	\$140,112	\$103,443	\$75,355	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$318,911
EXCESS/REVENUES(EXPENDITURES)		\$179,604	(\$140,094)	\$57,922	\$1,080,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$998,157

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
CAPITAL RESERVE - TRANSFER IN	\$192,139	\$48,035	\$0	(\$48,035)
INTEREST EARNED	\$1,000	\$250	\$167	(\$83)
TOTAL REVENUES	\$193,139	\$48,285	\$167	(\$48,118)
<u>EXPENDITURES:</u>				
BANK CHARGES	\$600	\$150	\$126	\$24
<u>CAPITAL PROJECTS - FY19</u>				
<u>ANNUAL EXPENSES:</u>				
PUBLIC WORKS-BRIDGES/PATHWAYS (ROADWAYS) ⁽¹⁾	\$32,000	\$8,000	\$1,314	\$6,686
EQUIPMENT-ATHLETIC	\$18,500	\$4,625	\$1,968	\$2,657
LANDSCAPE REPLACEMENT	\$15,000	\$3,750	\$0	\$3,750
OTHER CAPITAL PROJECT EXPENSES	\$30,000	\$7,500	\$0	\$7,500
<u>SPECIFIC PROJECTS:</u>				
FITNESS FLOOR	\$15,000	\$3,750	\$0	\$3,750
ICE MACHINE	\$10,000	\$2,500	\$0	\$2,500
POOL/SPA REPAIRS	\$5,000	\$5,000	\$0	\$5,000
RACQUETBALL FLOOR	\$14,500	\$3,625	\$0	\$3,625
SPLIT SYSTEM (AIR HANDLER)	\$120,000	\$30,000	\$0	\$30,000
SPORTS FLOOR	\$14,500	\$3,625	\$0	\$3,625
WATER HEATER	\$2,000	\$500	\$0	\$500
PROMISSORY NOTE PAYMENT	\$147,877	\$36,969	\$0	\$36,969
TOTAL EXPENDITURES	\$424,977	\$109,994	\$3,408	\$106,587
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(\$231,838)	(\$61,710)	(\$3,241)	\$58,469
<u>OTHER FINANCIANG SOURCES/(USES):</u>				
INTERGOVERNMENTAL TRANSFER FROM LA1	\$115,000	\$28,750	\$0	\$0
TOTAL OTHER FINANCIANG SOURCES/(USES)	\$115,000	\$28,750	\$0	\$0
NET CHANGE IN FUND BALANCE	(\$116,838)	(\$32,960)	(\$3,241)	\$58,469
FUND BALANCE - Beginning	\$350,165		\$353,132	
FUND BALANCE - Ending	<u>\$233,327</u>		<u>\$349,891</u>	

⁽¹⁾ Road repairs not used during the current fiscal year will be set aside in an investment account to use for future road repairs.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2005A
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS - ON ROLL	\$394,800	\$338,430	\$338,430	\$0
INTEREST EARNED	\$6,000	\$1,500	\$12	(\$1,488)
TOTAL REVENUES	<u>\$400,800</u>	<u>\$339,930</u>	<u>\$338,442</u>	<u>(\$1,488)</u>
<u>EXPENDITURES:</u>				
<u>SERIES 2005A:</u>				
INTEREST - 11/1	\$109,381	\$109,381	\$109,381	\$0
INTEREST - 5/1	\$109,381	\$0	\$0	\$0
PRINCIPAL - 5/1	\$165,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$35,000	\$35,000	\$155,000	(\$120,000)
TOTAL EXPENDITURES	<u>\$418,763</u>	<u>\$144,381</u>	<u>\$264,381</u>	<u>(\$120,000)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(\$17,963)</u>	<u>\$195,549</u>	<u>\$74,061</u>	<u>(\$121,488)</u>
NET CHANGE IN FUND BALANCE	<u>(\$17,963)</u>	<u>\$195,549</u>	<u>\$74,061</u>	<u>(\$121,488)</u>
FUND BALANCE - Beginning	\$159,026		\$556,895	
FUND BALANCE - Ending	<u>\$141,064</u>		<u>\$630,956</u>	

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2006A
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - ON ROLL	\$310,388	\$279,732	\$279,732	\$0
ASSESSMENTS - PPMTS	\$0	\$0	\$12,900	\$12,900
INTEREST INCOME	\$0	\$0	\$2	\$2
TOTAL REVENUES	<u>\$310,388</u>	<u>\$279,732</u>	<u>\$292,634</u>	<u>\$12,902</u>
<u>EXPENDITURES:</u>				
<u>SERIES 2006A:</u>				
INTEREST - 11/1	\$94,208	\$0	\$94,208	(\$94,208)
INTEREST - 5/1	\$94,208	\$0	\$0	\$0
PRINCIPAL - 5/1	\$120,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$0	\$0	\$25,000	(\$25,000)
TOTAL EXPENDITURES	<u>\$308,415</u>	<u>\$0</u>	<u>\$119,208</u>	<u>(\$119,208)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$1,973</u>	<u>\$279,732</u>	<u>\$173,426</u>	<u>(\$106,305)</u>
NET CHANGE IN FUND BALANCE	<u>\$1,973</u>	<u>\$279,732</u>	<u>\$173,426</u>	<u>(\$106,305)</u>
FUND BALANCE - Beginning	\$104,687		\$202,331	
FUND BALANCE - Ending	<u>\$106,659</u>		<u>\$375,758</u>	
Maximum Annual Debt Service				

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
FY 2021

Series 2005A, Capital Improvement Revenue Bonds		
Interest Rate:	5.375%	
Maturity Date:	5/1/36	\$4,070,000.00
Bonds outstanding - 9/30/2020		\$4,070,000.00
	November 1, 2020 (Special Call)	(\$155,000.00)
	May 1, 2021 (Mandatory)	\$0.00
Current Bonds Outstanding		\$3,915,000.00

Series 2006A, Capital Improvement Revenue Bonds		
Interest Rate:	5.300%	
Maturity Date:	5/1/38	\$3,555,000.00
Bonds outstanding - 9/30/2020		\$3,555,000.00
	November 1, 2020 (Special Call)	(\$25,000.00)
	May 1, 2021 (Mandatory)	\$0.00
Current Bonds Outstanding		\$3,530,000.00

Total Current Bonds Outstanding		\$7,445,000.00
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LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS - SERIES 2006
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST EARNED	\$0	\$0	\$0	\$0
TOTAL REVENUES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
NET CHANGE IN FUND BALANCE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
FUND BALANCE - Beginning	\$0		\$29	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$29</u>	