

Lake Ashton II  
Community Development District  
Meeting

February 18, 2022

# AGENDA

# *Lake Ashton II*

## *Community Development District*

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4648 Eagle Falls Place, Tampa, FL 33619

Phone: 813-344-4844

February 11, 2022

**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, February 18, 2022 at 9:00 AM at 6052 Pebble Beach Blvd., Winter Haven, FL 33884.**

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 [jgreenwood@gmstnn.com](mailto:jgreenwood@gmstnn.com) up until **2:00 PM on Wednesday, February 16, 2022.**

**Zoom Video Link:** <https://us06web.zoom.us/j/87086582526>

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

**Meeting ID:** 870 8658 2526

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.*<sup>1</sup>)
4. Approval of Minutes of January 21, 2022 Board of Supervisors Meeting
5. Golf Course Update from Indigo Golf (to be provided under separate cover)
6. Engineering Staff Report

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

7. Unfinished Business
  - A. Discussion Regarding Wetlands Project (*requested by Supervisor Mecsics*)
8. New Business
  - A. Consideration of Resolution 2022-07 Election of Officers
  - B. Refunding of the Series 2006A Bonds
    - i. Consideration of Resolution 2022-09 Delegated Award Resolution for the Series 2022 Bonds
      1. Fourth Supplemental Trust Indenture
      2. Escrow Deposit Agreement
    - ii. Consideration of Resolution 2022-10 Supplemental Assessment Resolution
      1. Assessment Allocation Report for the Series 2022 Bonds
  - C. Discussion of Volunteers in the District (*requested by Supervisor McKie*)
  - D. Consideration of Resolution 2022-11 Designating the Registered Agent & Registered Office of the Lake Ashton II Community Development District
  - E. Consideration of Resolution 2022-12, Authorizing an Amendment of the District's Boundary (West Golf Course)
  - F. Discussion of Meeting Decorum (*requested by Supervisor Mecsics*)
  - G. Discussion of Future Meetings & Workshops (*requested by Supervisor Mecsics*)
  - H. Consideration of Amendment to Professional Engineering Services Agreement with Rayl Engineering & Surveying, LLC
  - I. Dog Areas Update (*requested by Supervisor McKie*)
  - J. Discussion of Hedges Behind HFC Along Cart Path (*requested by Supervisor McKie*)
9. Staff Reports
  - A. Attorney - Property Line Adjustment
  - B. Lake Ashton II Community Director (to be provided under separate cover)
  - C. District Manager's Report
10. Financial Report
  - A. Approval of Check Register
  - B. Combined Balance Sheet
  - C. Special Assessment Receipts Schedule
11. Supervisors Requests
12. Public Comments
13. Adjournment

# 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, **January 21, 2022** at 9:00 a.m. at 4648 Eagle Falls Place, Tampa, Florida.

Present and constituting a quorum were:

James (Jim) Mecsics	Chairman
Bob Zelazny	Vice Chairman
Mary Clark	Assistant Secretary
Colette McKie	Assistant Secretary
Angie Littlewood	Assistant Secretary

Also present were:

Jason Greenwood	District Manager, GMS
Sarah Sandy <i>via Zoom</i>	District Counsel, HGS
Alan Rayl	Rayl Engineering
Ron Lavoie	Indigo Sports
Brian Rhodes	Indigo Sports
Rhonda Mossing	MBS
Jill Burns	GMS
Mary Bosman	Community Director

*The following is a summary of the discussions and actions taken at the January 21, 2022 meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Mr. Greenwood called the meeting to order at 9:21 a.m. and five Supervisors were in attendance constituting a quorum. The Board recited the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Approval of the Meeting Agenda**

Mr. Mecsics: Do we have any changes or recommendations to the agenda?

Mr. Greenwood: As presented, there are no more further changes unless Colette has one.

Ms. McKie: Yes, we just got the microphone to work. Under section C Landscaping and Irrigation Update, number 4 is actually the same issue as number 2. That was my oversight. Also, number 3, the resident requested that it be tabled for multiple reasons.

Mr. Greenwood: Okay, so when we get to that part we can just skip over that one and move onto the next item. Does that work?

Ms. McKie: Yes, thank you.

Mr. Mecsics: Jason, I would also like to offer we move the closed session, which folks won't be allowed into, to the end of the meeting after the public comments until we adjourn. That way, once they are all done they can leave and not have to worry about coming back. Secondly, we have a lot of folks out here and I know they have a lot of public comments in the different areas. Rather than having a long public comment period in the beginning to where sometimes we may not hear or remember some of the things we talk about, what I recommend is that if you are coming up about the pickleball courts or with the Sawgrass, then you will have your time to talk about your issues in the public comments at that time. I think that way it will keep the Board cognizant of what is being spoken about at that time. Do I have any discussions on that?

Mr. Greenwood: There are some technical difficulties. We need to change the Zoom link. If we can come out of this one, and then go to the Lake Ashton II. At that point we will be able to see everyone joining in.

### **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.)**

*\*This item was not discussed*

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the November 19, 2021 Board of Supervisors Meeting**

Mr. Mecsics: We need the approval of the minutes. Do I have a motion or any changes to the minutes as you were given?

On MOTION by Ms. Littlewood, seconded by Ms. McKie, with all in favor, the Minutes of the November 19, 2021 Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Golf Course Update from Indigo Golf**

Mr. Mecsics: Golf course update from Indigo Golf. Welcome, gentlemen. I stand corrected, Troon Golf.

Mr. Rhodes: We're Indigo Sports now, it's a division of Troon, so either one works. Brian Rhodes, Indigo Sports, Troon Golf. This morning I'll quickly cover some December financials and November financials since we didn't meet in December. The facility in November produced \$176,411 in revenues, that is \$21,000 over budget for the month. The golf department exceeded budget by \$10,400. The rest was made up by the F&B department. Revenues were \$32,000 higher than year-over-year month of November 2020. EBITDA was \$26,167 for the month. So we were positive, that exceeded budget by about \$13,000. Maintenance department, we did incur quite a bit of expenses. We're about \$15,000 over budget. This was related to timing of applications for chemicals and fertilizers and a few repair and maintenance issues. It should be noted we're \$21,000 at that point under budget for the year. So it's more of a timing issue and how it's working out and how the budgets relate. Our yearly net income at the end of November was \$35,670, which was \$60,000 ahead of budget. The team at Lake Ashton put up a very good November. We also put up a very good December in revenues and financials. The facility generated \$187,760, so \$12,000 more than November and December. It was about \$16,000 higher than budget. F&B had a very good month. They beat the sales by \$11,000 in budget. So even though we're running into some staffing issues, and still dealing with the pandemic, we are seeing the revenues return to normal or at least expectations. Pro Shop had a great month in sales. They beat their budget by \$843. It was about \$2,500 over a year-over-year in sales. F&B department as I mentioned earlier,

we had a fantastic month. Their cost of goods for the month ran at 42.6%. We budgeted 39.2%. It's a little bit higher. We are dealing with supply chain issues, getting different products, also inflation. If we change the menu prices every day, it definitely it wouldn't be great for our customer service. We're dealing with what we can, if we do need to change prices, we will. We did have some major repair and maintenance in December in F&B, refrigeration, plumbing, also had some spoilage and wastes that also drove up that cost of goods. Total labor in December was slightly lower than budget. Golf department was very close to budget and expenses. Maintenance department, we spent about \$9,000 more than we had in budget. Again, we're still under for the year. It was really repair and maintenance. We repaired a tractor. We had to run a tractor while we repaired it. The weather was very good. We ended up mowing a lot longer and more times in December than what we normally would plan for. Fertilizer and chemical costs were higher. Some of that is due to just that it costs more now. I've seen plenty of stuff that would cost us \$28,000 last year now cost us \$40,000 for the same amount. Those products are based off of gas production, so if the gas goes up our price in chemical definitely goes up higher. F&B, I mentioned that we ran into a lot of repair and maintenance. We spent about \$3,000 more than budget for the month, but \$2,000 of that was repair and maintenance. Another \$1,000 was either recruiting costs for employees to try to get employees in, or supplies because they correlate with the additional sales. Leases and taxes, we're working with the Board here as the maintenance lease is not hitting our books right now. I have a feeling our numbers are over inflated by about \$10,000 when I give you the EBITDA for the year. December's EBITDA was \$26,000 which was about \$5,000 ahead of budget. Year to date, we're \$65,000, we were actually budgeting at this point in time to be a flat, just break-even EBITDA, so it's \$65,000 ahead. I'll answer any financial questions if you want, otherwise, Ron will come up and give an update on membership.

Mr. Mecsics: Any Board members have financial questions? Thanks. Good job.

Mr. Lavoie: Good morning. I'll update on the membership so we know where we stand right about now, but we have 401 memberships, which equals 622 people. Last year we were at 390 and 609, but we have 180 single members, 221 family members. Biggest growth is in the associate membership, we've gone from 104 prior year to 132 this year, which also has a great effect on greens fees. We're up 39%. We went from, for

this same time period from the beginning of October, \$38,749 last year to \$53,740 this year. Also, I did a trailing 12 months so I could take a look at the COVID year, but also the year before, the years '19 and '20, and we're up 9% total revenues. The shop is actually up 31% from \$138,000 to \$181,000 and that's a direct reflection on Matt taking over the Pro Shop. Golf fees, which are carts, membership, guide range and anything else, we're actually up 11%. Food and beverage are the only one that's down. It's down 12% from 293 to 258, and probably almost all of that is everything that they used to run at night that we've done sporadically here, whether we're in a COVID crisis or not in one and we are going to continue to karaoke on another week, try that again. But overall, the numbers are great, everything is growing. Giving an instance, the prize fund, which is all moneys that go to the tournaments, is basically flat \$83,000 versus \$82,000. Again, just looking at the numbers, wondering who we were and where we're going, it's a good story, it's still is. However, just like Brian said, when we are ahead by \$65,000, we're still looking at pricing another lease package because we just spent about \$6,000 on the tractors, which is usually good money spent because obviously they'll last a long time. But fairway units are on their last legs, so we'll be probably bringing that to the Board in another month or two. But other than that, we're going through the same problems. I don't know if it happened with both of the East and the West, but just trash pickup, for instance, just the one at the Pro Shop went from \$398 to \$580 a week. Again, it's happening everywhere, obviously we're going to have to go up in prices upstairs. Again, we're in the same predicament where raises have to be given to a lot of people, especially to the maintenance crew, and that's going to be going up over the next three years. But other than that, things are great and, it's just the pressure of making everything work all the time, but right now it looks like we're headed for a good year.

Mr. Mecsics: Do we have any comments? Go ahead, Colette.

Ms. McKie: Thank you. Later in the meeting we're going to address the installation of the cart path on Sawgrass or between Sawgrass and the current path. Does the golf course management have any perspective on that issue?

Mr. Lavoie: The one thing I'd say is anything that speeds up our maintenance crew. Which that will help alleviate any issues, any of these paths that go onto the golf course, they are always a bonus. Again, one way or the other, if there is a path there or isn't a

path there, again, that's the powers to be. But it would be nice for us, again, just for access, and again, health-wise. Sometimes when something goes wrong on the golf course, I'll always say you can't have enough access points. But obviously, neighbors and members, that's a different opinion. But if you're asking us, yeah, we always like them. Like I said, anything that can speed up. This golf course is short, again, we talk about the length of the golf course, this is without a doubt in my entire career one of the worst golf courses maintenance wise to get around. Every time you do something, you got to go 1, 2, 3, 4. Most golf courses you could cut across fairways, but not here. Like I said, anything that can help speed that up. I know all of you have seen it, but we have carts that can't go 20 miles an hour. It's a long ride to go from one spot all the way to another. That's my feeling on it.

Ms. McKie: Thank you.

Mr. Lavoie: You are welcome.

Mr. Mecsics: Bob, you have something?

Mr. Zelazny: Yeah. Ron covered all the numbers. A number you didn't cover, which is I think a pretty impressive number, is last year we played 51,000 rounds of golf on our golf courses. You can see that it's well-used by the residents.

Mr. Mecsics: I just want to say, great job and keep it up. I'm just very happy for a long time coming but keep up the great work. Thank you.

## **SIXTH ORDER OF BUSINESS**

### **Presentation on the Memorial Project** *(Requested by Supervisor Littlewood)*

Mr. Mecsics: Angie, presentation on memorial project. You're up, kid.

Mr. Greenwood: Jim, just a quick question that was being asked. Obviously, we're going to go by if we've got request to speak forms on agendas, specifically the agenda items, but if there are other requests to speak, are they able to speak at this point or would you rather wait until later on? It's up to you.

Mr. Mecsics: Yeah. Angie, would you defer your presentation? Those that are not addressed in specific areas, they are more than welcome to come up and talk.

Mr. Greenwood: I do have Miss Winchester, correct?

Resident (Ms. Winchester): Good morning. I just wanted to step up really quick and I wanted to do it at the beginning of the meeting because I know that for the last two

and a half years I've been coming here and griping at you guys for two and a half years. I want to really stand up here and say, thank you. Thank you for finally working with us. It was a pleasure to work with Colette. Her and I work very well together. Rattlesnake Lake looks beautiful on the Hogan side. I really just wanted to come up here and say that accomplishments can be done if we work together. Thank you to all of you for working with me, getting paperwork signed, Mary getting the check out. It was crazy work, but thank you. I wanted to start it out by saying, again, two years' worth of griping, but it finally came together as a team. Thank you very much for working with me. I hope we can continue this on and get that maintenance under control and everything else. But thank you very much to the Board. I'm sorry I got to run to the other meeting.

Mr. Mecsecs: Thank you, Sheryl.

Mr. Greenwood: I'm just reviewing the requests received this morning. They are identified as items on the agenda, so we can move along at this point.

Mr. Mecsecs: Angie, you are up.

Ms. Littlewood: I was asked to present to the Board some kind of Lake Ashton memorial recognition project. The purpose of which was to outline the framework by which residents can memorialize their friends, family, and loved ones through either cash donations, product donations or sponsorship. The previous Board had discussions on moving forward with a project that would allow residents to remember lost loved ones. The Board also wants to recognize residents who have made monetary donations or product donations that have added to the enjoyment of the residents of Lake Ashton. The golf course sponsorship and tree planting. The first item the previous Board discussed and approved was the memorial sponsorship of holes on the golf course and the possibility of planting trees on and around the course itself in memory of someone that a resident wants to memorialize. While this is an option as any donations for this go towards the golf course, I believe this area should be handled either by golf course management or the golf course liaison committee and not by Board Supervisors. The reason being when purchasing the golf course, one of the criteria put forth to the residence was that the Board would not be involved in the running or managing of the golf course and that it had to pay for itself without extra help from residents. My feeling is that by the Board being involved in donations to the golf course, it would muddy the waters for the residents. With

that being said, I have spoken with Ron. If he can say what type of tree and where it should go, he doesn't see any problem with planting trees to remember loved ones or purchasing memorial pavers to go around the golf course sharp. But it would have to go through the person designated by the golf course liaison committee or the golf course management team. Residents cannot just plant a tree anywhere they wish. The second item previously discussed was how to recognize friends of Lake Ashton. There should be somewhere where residents who have donated items, equipment, money or product are recognized if they so wish. I'm recommending that this be done in the form of an eight by 11 album with the approval of the residents, that page would contain a photo of themselves and the item or just the item and the name along with the description and a note of gratitude from the Board. If the Board wishes to acknowledge the level of donation as previously addressed, the album could be subdivided into platinum, gold, silver, and bronze donations. The album should be kept in the foyer so every resident has access to view it. Each resident can still receive a framed certificate recognizing them as a friend of Lake Ashton if they so wish. By recognizing residents in this way, it will avoid plaques being placed all over the HSC and the community and consolidate them, making it easier for residents to see and appreciate. Moving on to the memorial for all residents who want to remember loved ones. I did some research and it appears that pavers are the best way to do this. The cost is relatively low, which makes them affordable for most residents. There are two areas where pavers could be laid to form a memorial area. They are the areas to the left and the right of the entrance of the HFC when looking at the doors. The area on the right is the most preferred as there are no drain holes and that provides a location for all to see. We have around 50 pavers that could be used to start the project and until we have enough to make a memorial area, pavers could be placed along the path edge leading from the cart path to the HFC again. Moving on to who can be remembered. This is up to the Board to decide who can be remembered with pavers. My suggestion would be that they should be kept to residents of Lake Ashton only. Friends of residence or family that do not live in Lake Ashton, but had loved ones leaving here and feel that they would want to be remembered in this way should be allowed to purchase a memorial brick. However, the person being remembered should have been a resident of Lake Ashton at the time of their passing. Those of us who have pets, consider

them family members. But the area under consideration is not for pets. The Board would need to decide the size of the donation required. My recommendation would be a cost of \$250. This would cover the cost of the paver, the engraving, and the placement of the paver. This is a one-time donation with no renewal period. Once purchased, it stays in the ground forever. As this will be designed eventually to be an area where residents can sit a while if a resident wants to donate a bench or a large part to be planted up then the Board should consider providing the residents this as an alternative way to remember loved ones. A memorial plaque could be placed on the bench or in the plant pot to keep continuity in the two areas. The Board would decide on the bench and the parts and plants. The cost of these types of donations would be determined at the time of the request. I have put in a disclaimer, residents wishing to purchase paver should know the following. This is not sacred ground and the pavers would be walked upon. Due to the size of the pavers, only wording in the format that the Board chooses will be allowed. I have actually provided you with a sample. They are the only two types of font that can be used on those. If for any reason the pavers must be dug up and reinstalled once in their permanent position, the Board is not responsible for replacing any broken or damaged pavers. All pavers are the property of the CDD and cannot be removed if the resident that asked for the pavers to be laid moves out of the community. All paver requests forms should be given to the community director to be approved by the Board Supervisor responsible for this project. The CDD will be responsible for keeping the area clean and in good order. Residents should not take it upon themselves to do this. The CDD has no control over rising costs. This could cause the donation amount to be amended from time to time to reflect this. I have included a quote from Unlimited Property Solutions and I also met with Acrux. Both of these companies have done work in the community for the CDD. But Acrux did not come back to me with a quote, for the Board to break even on this project, we would need to if we went with the Unlimited Property Solutions, "For the Board to break even on this project, we would need to sell seven pavers." Alternatively, the memorial pavers could be laid on the walkway to the HFC entrance. That's the walkway from the car park to the door, which would not incur any additional costs to the community. The Board needs to decide if they think this will be a cost-effective project. I have also included a printed sample, as I've just explained of the fonts, the only local company I can

find who does this is Davis Monument in Lakeland. Should the Board choose to go ahead with the memorial, Unlimited Property Solutions wanted to sponsor this project in some way. As you can see from their quote, they will donate some of the pavers. The Board and the community are also blessed to have Michael Kennedy of Edward Jones as a sponsor in this community. He has sponsored many events and activities in the community and wants to contribute in some way towards this memorial area by purchasing pavers for residents who have lost loved ones to breast cancer only. Now, Michael did say we'll try and get it today. I don't know whether he's here. I can't see him. But I asked him to come and explain what he wanted to do but obviously, he had something on and he can't make it. But basically, that's the end of the proposal and it's up to the Board now to talk about it and decide what they want to do.

Mr. Mecsics: Thank you, Angie. I open it for comments.

Mr. Zelazny: Angie are we looking at just discussing it today and then coming back at a later date to make a decision, we set the plan going forward?

Ms. Littlewood: Well, it does need some discussion, but the Unlimited Property Solutions quote will only last for so long so I don't know how long.

Ms. McKie: I just have a question on number 7. Where alternatively the memorial pavers could be laid on the walkway to the HSC entrance which would not incur any additional costs to the community, do you mean the memorial pavers would be placed on top of the current pavers?

Ms. Littlewood: No, you would have to remove the paver to insert a memorial.

Ms. McKie: So you'd take one of the blank ones out and put. Okay. Got it. Thank you.

Mr. Zelazny: Well, for discussion purposes, I totally agree with the premise and the concept. I think the tree sponsorship on the golf courses is a good one, a viable one that will both help the golf course, help the community, and provide recognition for those people that have passed on. I'm a big supporter of the friends of the Lake Ashton initiative, which recognizes those people that have made contributions to the committee and how it's recognized here. I think Angie has done a very good job on that. I am not so supportive of the memorial project as presented today. One, I'm not supportive of putting pavers in the two green spaces that we currently have in front of the HFC. Especially if we're talking

about adding benches and flowerpots and things like that. If we elect to do that, I would certainly pick the area of left of the HFC doors because the area to the right of the HFC doors is the only available land. If the Board at a later date decides to do an outdoor pool, that is the only available space for that to go. The other thing I would suggest we look at is the rose garden. Identifying a section of the rose garden as a memorial garden for those people and designate it as such and put the pavers there.

Mr. Mecsics: Okay, are there further discussion?

Ms. McKie: I have a question about the tree planting that I can see no information about what the cost would be for people to donate to that. There's just not enough information I would think for us to make a decision about that portion.

Ms. Littlewood: I didn't go into the cost of that. Obviously, it depends on the type of tree. The costs will be determined at the time. But I don't feel that is something that this Board should be getting involved with because the money is going to go to the golf course and we are not supposed to be supporting the golf course.

Mr. Zelazny: The original concept when we talked about it earlier was that, and Angie is right, the resident determines what tree he wants to put in and coordinates with the golf course, and he buys the tree. He buys the tree, puts it in, and then through the system that Angie has proposed, gets the brick and we put it in the ground in front of the trees. If you want a big expensive tree, it could be \$1000. If you want to put a different kind of tree like queen palm, it could be \$250 or whatever.

Ms. Littlewood: I did speak with Ron regarding trees and Ron said he would need to be the one that decided the type of tree and where it went so that's a variable cost.

Ms. McKie: It sounds the tree option is more, if the golf course wants to do that, that would be a golf course project and the CDD would not be involved in it. Why should we administrate something that they really need to make the decisions upon and the money would go to them? To me it's not the purpose of the concept that was proposed for a memorial.

Ms. Littlewood: I think that's what I said in that bit. That it should be golf course or the Golf Course liaison committee. I mean, they could have a representative from there that people could go to if it's too much additional stuff for the management of the golf course.

Mr. Zelazny: The CDD has to be responsible because it's CDD property. But the intent in terms of administration, is all we're doing is establishing the program by which says if a resident wants to plant a tree on the golf course, and he gets the approval of the type of tree and location on the golf course, he will purchase the tree, coordinate with David, put it in, and put the approved plaque in the ground underneath it. The Board really wouldn't have any administrative stuff over that.

Ms. Littlewood: In response to your statement about the area at the front of the HFC, excuse me. I didn't have it measured enough. I have spoken to you before I was on the Board about an outdoor pool and I know that that is the only area that may be available. I didn't request for the area to be made big enough that would interfere with you coming down the side whenever money is available. It would be solely there. Also the guy that came out to see me from unlimited properties, I just looked at the area and said, these two are great areas. But he did point out that there are a lot of drains on the left-hand side which could be a problem, so he recommended the right-hand side.

Mr. Mecsics: As far as a concerned for the pool, that's a concept for future Boards. I appreciate everybody's worrying about those things. What I would recommend for us at the Board since we have this in three different parts, it sounds like the golf course portion is pretty acceptable way in your concept Angie and a good job. That we would take this in bits to do that. I would recommend that we take each one of these areas and put up for a vote whether we want to approve that. Then if we have to flesh out one area then we can do that too. Go ahead.

Ms. McKie: Before deciding about the left side toward the parking lot area, I think we ought to have some diagram to show what that would be, what the dimensions would be. In regards to irrigation on this side, we just had huge irrigation problems over there. So anything that could complicate that, I would be very wary.

Mr. Mecsics: My recommendation we take this by each section and vote on that. Do I have a motion to vote on the first portion of the golf course area itself?

Ms. McKie: We're just talking about considering it.

Mr. Mecsics: No. This would be a motion to approve that program to be fleshed out with the golf course like them working on it. We would approve because it is, as Bob

pointed out, that is CDD property that the golf course operates on. That portion would be for them to flesh out that program and develop that program.

Ms. McKie: If this goes through the golf course, Bob Zelazny is the Supervisor that oversees the golf course. That would be his responsibility, not Angie's, I would think. So that we don't have confusion.

Ms. Littlewood: No. My proposal is that the Board is not involved in this at all. You have a liaison committee. Do I get that right from the golf course there is a liaison committee? It would be either a member of that Board, somebody would be appointed or it would be Ron. I propose this CDD Board doesn't get involved in it at all.

Mr. Zelazny: Just to clarify, we don't have a liaison committee. We have a committee of representatives from all the organizations that meet on a regular basis to discuss club operations. When we did the contract, we eliminated the Liaison Committee and just assigned it to one person. We didn't have the issue. We did that when we broke out from the east. But I think Colette's question. I think the vote today is that if we're voting to move forward, we're moving forward to develop the procedures, etc. so that we can come back and approve the procedures. My vote would be that we move forward with the flushing out and formalizing of the golf course hole sponsorship and tree planting program. Then for discussion purposes on the next one, the friends of Lake Ashton I would do the same thing. We should vote to formalize it and then come back.

Mr. Mecsecs: We have one motion on the first portion. You'll mention your motion. On that to exactly what you just said about formalizing and going forth. Do you have any further discussion on that portion?

On MOTION by Ms. Clark, seconded by Mr. Zelazny, with all in favor, the Tree Planting Process, was approved.

Mr. Mecsecs: Let's move on to the next portion, the friends of Lake Ashton, that seems a little easier to implement. Do I have a motion to accept that portion?

On MOTION by Mr. Zelazny, seconded by Mr. Mecsecs, with all in favor, the Friends of Lake Ashton, was approved.

Mr. Mecsics: Next one, the memorial project. It sounds like we still have a little more fleshing out in this and I know Angie working with the contractor sometimes we have to be sensitive to the timing of their bidding and what is good for that. But I think at this point in time, again, for the Board's consideration, that we flesh that out a little bit more and then come back and maybe we can talk to our friends at the contractors to extend that out on the pricing.

Ms. Littlewood: When I was talking to Avero, I think his name is, from Acrux, I did ask him if he could just give me a ballpark figure off the top of his head because he was doing something that looked way bigger than the limited was doing. He said he said it would be about \$6,000, which is a lot of money. I said, well, a resident has contacted you and asked you for quote and you told her round about \$3,000. Why is this such a big difference? He said that that was just a quote for the pavers, he hadn't quoted for labor. If we wait for that one, we're looking at a bigger one.

Mr. Mecsics: Then I would ask for a motion to continue working on this portion of the project and fleshing it out a little bit more and then bring it back at a future date for a formal yes or no. Do I have a motion on that?

Ms. Littlewood: Well, how do you want me to flesh it out? Explain what you want.

Mr. Mecsics: I think Angie, what some of the Board members are asking a drawing concept that's where it's laid down. Do I have a motion?

On MOTION by Ms. Littlewood, seconded by Ms. McKie, with all in favor, to Continue to Work on the Memorial Project, was approved.

Mr. Greenwood: Jim.

Mr. Mecsics: Yes, sir.

Mr. Greenwood: District Counsel, Sarah, are you able to speak? I think that microphone just got added. Sarah, are you there?

Ms. Sandy: I can hear you. Are you all able to hear me?

Mr. Greenwood: Yeah. Is there a way to turn it up at all? I guess I just saw that point District Counsel had some comments on the prior motion.

Ms. Sandy: I can follow up after. Previously, we had put the prior memorial project into a formal policy that I think it would be good to follow suit with. I can send that over to Angie so she can look at it and we can put that into a more formal laid-out policy.

Mr. Mecsics: What I heard through my limited hearing, that the policies, everything that should be forward. Sarah, you'll work on that and then send that to Angie. Is that what she said?

Ms. Sandy: It is. Yes.

Mr. Mecsics: Good. Any further discussion on that? Thanks, Sarah.

## **SEVENTH ORDER OF BUSINESS**

### **Update on Joint Amenity Review** *(Requested by Supervisor Mecsics)*

Mr. Mecsics: The next one is an update on the joint amenity review. I know Angie we pinned the roles on you again, but I think we need an update because I know this will be a discussion on the joint meeting.

Mr. Greenwood: It seems like a lot of these mics are stuck at the moment. I think that's why Ms. Littlewood is having the issues with speaking.

Ms. Littlewood: I have no issues speaking, it's just issues with being heard. Anyone who knows me knows I have no issue speaking. Steve and I met yesterday. I have to be perfectly honest with you. This is something that went to the back of my mind. We've had all the holidays and Christmas and everything, and then I've been working on these, so it goes to the back of my mind. There are some things that we will be bringing up in the joint meeting. Bob, the last meetings, said that he had some things that he wanted to be looked at and we discussed that and we were looking at them, and so we'll be reporting all of that back at the joint meeting.

Mr. Mecsics: I know on the staffing and the fleshing out of all this, our community director has been actively involved?

Ms. Littlewood: We just had one meeting with Mary and Christine. But in fairness, Steve and I really have had only had one other meeting besides the one we had yesterday. Like I said, it's my bad and I'll own up to it. This completely went out on my head.

Mr. Mecsics: Then we'll just consider this. They'll be in coordination and both of you, I can't speak for Steve or the other Board, but I know with you, you'll work with Mary and those guys with the flesh out.

**EIGHTH ORDER OF BUSINESS**

**Engineering Staff Report**

Mr. Mecsics: Engineering staff report. Alan over to you, sir.

Mr. Rayl: Thank you. At our last meeting, we had an approve not to exceed for the driving range cart path work. That was approved not to exceed \$32,000. We asked the contractor if they would still honor their quote, which was from September 1st. They wanted to revisit the site and look at it and make sure they were comfortable with it. They gave us an updated quote which did not meet that number. They were in the \$40,000s, and to me it looks like they've included some things that we don't need, and so we're going to meet with them and negotiate them back down. I don't know if we can get them to hold those September prices, but we need to be closer to them than what they gave us here recently. I didn't expect that they would be able to hold those numbers from September. Sometimes it takes us a little bit of time to take action on these bids. I was mentioning earlier today, we've had very good luck so far that we've had every contractor hold their prices even if it's taken us a meeting or two to take action on them. We don't have a start date yet on that because we're going to be going back to that contractor with some negotiation. I'll come back to the Board next month, with the negotiated number on that based on current construction cost. In better news, the most recent pavement repairs are completed. That was SNS, was the contractor on that. Including the work on Pebble Beach, where the Board approved not to exceed amount of \$4,000, they gave us a quote for less than \$1,000 to do that work. So we were able to save some money there and have those repairs, just recently completed in the last week or so. Also on our bridges, we met with the bridge consultant back in mid-September. The one thing he recommended that we do was assess the condition of the Hogan bridge. As far as he observed, it looked like it had some settlement to it. Since that time, we have taken some survey elevations of the bridge and we did actually see some areas where there's a continuous profile and then a dip in the bridge. Just like the pavement inventory, we now have a snapshot of the condition of the bridge as it stands today that if anything comes

up in the future, we can revisit that and we can identify if we have an area that we have an issue with settlement or deflection. We've completed that. Next, I passed out to the Board an updated rate schedule that we've created it at Rayl Engineering. In June of 2021, I saw I was going to have to add staff and I have done that since then. I've added two positions that I didn't have previously positions created for or rates assigned to those positions. We came up with actually two new rate schedules. One is for private sector clients that we have, the land development projects that we do. The other is public sector, which is our government clients, and I include Lake Ashton in that. That's what this Board is. It's a quasi-governmental entity. My public sector rates are lower than my private sector rates. That mainly applies to me and my time. I've added two positions back in June to the rate of schedule, and to remain competitive in the market, I've also readjusted my rate and the project engineer EI rate. I have to stay competitive to keep good people. Those were small increases to those rates. But when we did this back in June, I let Chairman Mecsics know we were doing a rate schedule increase but I wasn't going to put it in place with the CDD back then. I was going to wait till the end of the year in deference to budgets and things that were already in place. I just wanted to let you know, we took a look at what that meant and it's been a savings of over \$2,000 that we wanted to give back to the District to show our appreciation, I think. But I wanted to ask the Board today if we could adopt the new rate schedule. This last month, I actually had one of the new staff members working on something for us and I don't even have them on the current rate schedule yet. I needed to formalize that with the Board and I've presented that to you this morning.

Mr. Mecsics: Jason, I think this would be more of a vote for an amendment to his contract. Sarah, feel free to jump in on it. Is that correct?

Mr. Greenwood: That is correct.

Mr. Mecsics: Sarah, we don't need any public comment, and when I say public comments, any notices put out there on this one.

Ms. Sandy: If it was not included on the agenda originally, then yes, to take a vote on it now, we would need to take any public comment.

Mr. Mecsics: Okay. We could take public comments on it now. Open any public comments on these changes of rates, especially since we're saving money. Anyone? Sarah, no public comments.

Ms. Sandy: Perfect.

Mr. Mecsics: What I would like to ask is a motion to accept this amendment for these new rates. Again, it's saving us money from the Board.

On MOTION by Mr. Zelazny, seconded by Mr. Mecsics, with all in favor, Accepting the New Engineer Rates, was approved.

Mr. Rayl: Thank you. Also we had requested bids for some flume pairs, which we have slightly modified by adding one more flume into the group to be considered. Those bids have not come back in yet, but I expect to have them for the Board at the next meeting. Similarly, we had quotes that came in. We got three quotes on doing the Lake Ashton inbound repairs. We asked the contractors if they could add two areas on Lake Ashton outbound to that work. We haven't gotten those final numbers from them to add the outbound work in, but the three areas under consideration on inbound, the bids were all between \$20,000 and \$23,300. So they are very tightly grouped. The area on outbound is a very small amount compared to the inbound area of work. It's a suggestion to the Board if we wanted to approve a-not-to-exceed amount that the Board would be comfortable with to authorize when we get these outbound quotes in, we can engage the contractor without waiting for another meeting if we wanted to do that. My recommendation would be if we have below \$20,000's on the large amount of inbound work there. The total length is in excess of 500 feet, running length down the inbound side. It's about 50 feet on the outbound side, so it gives you the order of magnitude. I think if we approved or if the Board was comfortable with approving a-not-to-exceed of \$30,000 based on these numbers that should cover both sides. If you're comfortable with doing that, that would be my suggestion to consider.

Mr. Mecsics: Question for Alan?

Mr. Zelazny: No, just for discussion purposes though for the Board. In the reserves study, it was \$66,000 was our original bid to have inbound, and \$66,000 to go outbound.

In the two years since that we did the reserve study, the price has gone up now to \$88,000 one-way and \$88,000 the other. If we make these repairs for \$50,000, Alan indicates that, and it reflected on the reserve study now that Alan believes that we can get five more years out of the inbound and outbound before we have to mill. So it's a significant cost savings to do it this way. I would recommend that we authorize a not-to-exceed, so we don't lose another two months in the process. I would ask that Colette who oversees the roads to have the authority to work with Alan to pick the right contractor and get the scheduling done so that we can move forward on these. We've been very aggressive on roads this year. Seven projects this year. After having none previous two years. So we're making great progress on fixing the roads. Not only is it an eyesore, it just needs to be done before we have more damage to the underpinnings of the road. So I would recommend we move forward with a not-to-exceed price for both, and let Colette get it scheduled and move forward.

Mr. Mecsics: Alan, what was your quote in the not-to-exceed?

Mr. Rayl: The bids that we had previously received were all in the low \$20,000 range and we're adding comparatively, I guess maybe 10% more in work area. There'll be additional costs because they'll have maintenance of traffic related to that, just as they do on the inbound, but I was proposing \$30,000 should be reasonable.

Mr. Mecsics: I know yet we've covered the money. We have money that we've already in within our budget for these things. In the budget right now is \$66,000 for Ashton Club Boulevard inbound. So there's money in the budget to do it and do it right and then next year's budget will get adjusted.

Mr. Mecsics: Do I have a motion to do those improvements as per Alan's request, a not-to-exceed \$30,000, having Colette, your designated Board member, to work with Alan to execute that upon the proper levels.

On MOTION by Ms. McKie, seconded by Ms. Clark, with all in favor, the Improvements with Rayl Engineering with a Not-To-Exceed Amount of \$30,000, was approved.

Mr. Rayl: One last item, excuse me. Back in June when we were considering the construction of the cart paths at the Pebble Beach cul-de-sac, and then the Sawgrass

CDD tract, we received a quote from SNS Contracting for the remaining one now for Sawgrass for \$6,286. We were asked to look into the improvement of that cart path connection through that area. We created a plan with some grades on it that the contractor would follow if that work was going to be done and approved by the Board. We asked SNS to give us a current bid for that specific work. We met with them out there and they reviewed the site conditions as well. This morning they provide a bid of \$6,957.20, and the Board has a copy of that. I just wanted to bring that to your attention that was asked and provided.

Ms. McKie: That estimate is good for 30 days, correct?

Mr. Rayl: Yes. They usually will stand by their quotes for 30 days.

Mr. Greenwood: Jim on this one as well, if we can open this up for public comment because it wasn't a part of the agenda.

Mr. Mecsics: There's an area that we have here that I put in for specifically on that golf cart path. If we'd like to open that up, and since we have done engineering, now we can have public comments on that. All of you that came here to talk about the golf cart path on Sawgrass, here's your chance to come up and share your voices.

Ms. McKie: I have a question.

Mr. Mecsics: Yes, ma'am.

Ms. McKie: Is the Board discussion then going to be down in F?

**F. Paving of Golf Cart Path** *(Requested by Supervisor Littlewood)*

***\*This item was taken out of order***

Mr. Mecsics: We will move F to this portion of the engineering, we might as well get it all done at the same time.

Mr. Zelazny: Alan, while speakers are coming up, can I ask you a question? Does this bid account for any changes that we have to do to the golf cart path itself? Because as I remember, it's on a downhill slope. Do we have to make any changes to the cart path or are they going to be able to tie it in with the ADA requirements?

Mr. Rayl: The way we laid the connection out was it would connect at the uphill side. We'd be over in the CDD tract as far uphill as possible that way there's more room on the downhill side to make transitions, and then as the cart path would come to the street, it slowly transitions over more towards the left-hand side of the tract as it goes to

the street. We took the grades into consideration in how that was going to connect on both ends. On the street side, there are two access boxes, handhold boxes for fiber optic and two water valves for that waterline feed that come through there, and we have addressed those grades as well that we're matching in and one fiber optic box lid will get adjusted with the finished grade.

Mr. Mecsecs: Jason, I think we had a few mail ins as well. If you'd read those and then we'll have everybody who wants to discuss, have a public comment, this will be the time to line up.

Mr. Greenwood: You see in your agenda, we had two attachments, we actually added these under that section that we've received, so those letters actually are in your agenda packet. They can either be read into the record, entirely up to you if you want me to read these. There was one and it said Dan Bon.

Dan Baun (6036 Pebble Beach Blvd): Hello, everyone. We just wanted to add our support to the proposed golf cart path on Sawgrass near the 10th green. The access point was clearly marked on all property maps and shouldn't have been a surprise to the nearby property owners. The safety benefits are huge, especially with the main lighting. That causes golfers, bikers, walkers, and everyone else to clear the course with no other access points nearby, particularly, on the hole of 10 or 11. Getting off the course in a safe, timely manner is difficult and very time-consuming. Currently, there are no good options. Please approve the budget for this as soon as possible. Thanks, Dan and Janice.

Mr. Greenwood: Then next item we've got is as follows.

Bruce Stobbe (1528 Riviera Ct): I'm writing to you to let you know that my wife, Deb and I are strongly supportive of the golf cart path access between lots 768 and 769 on Sawgrass Drive. There is no doubt that there is a need for golf course access in this area and it will be a benefit not only to the golfing community and recreational use of the golf course path, but also the property owners who are experiencing damages to their lawns by inconsiderate residents. I'm understanding that there are two or three homeowners who opposed to the cart path access to the area only for their reasons, but their objectives should not prevent moving forward with this project and this will benefit the entire community. Moreover, the property is not owned by those opposed to the path and it's been planned for the spot since the original maps were put together for the

development. There are obviously two sides of choosing not the path of the cart access path, one of which is the potential use of it as it stands unpathed. This will result in damage to the grass. Potentially, there's a subsequent erosion and the cost to continuously repair the area could eventually ellipse to the cost of the paving. In addition, property owners might continue to experience lawn damage from resident access of the path across private property. Please move forward with this project. There's very much need and will be a benefit to the community. That is Bruce and Debbie Stobbe.

Mr. Greenwood: Also, next one. This is Gary Goldetsky.

Gary Goldetsky (1119 Sawgrass Drive): My wife and I reside at 1119 Sawgrass Drive, Lake Ashton. We support a path access area between lots 768 and 769 for safety consideration, convenience, and to replicate path access options as are already available at Lake Ashton and other locations. In the event I'm unable to attend the 1/21/22 scheduled meeting, I would appreciate if this email could be read into the minutes and the meeting documentation, my support for the paving access area.

Mr. Greenwood: I actually have three more guest speakers. I have Ms. and Mr. Richards, if they come up first.

Mr. Richards (1171 Sawgrass Drive): Good morning. Thank you for letting us talk with you. I'm MJ Richards. This is my husband, Paul Richards. We live at 1171 Sawgrass and we live directly across the street from where the proposed easement would be changed into a golf cart path. We've previously spoken to you via emails as well as a meeting that we had in the summer, and four of us actually spoke at that meeting. Just to refresh your memory, first we were led to believe that our properties were prime due to the easement and assured it would not be a golf cart path on at least five different occasions prior to us purchasing our lots. There were many lots for us to choose from two years ago on Sawgrass. Because of this, we chose our lots. Just to tell us that we were misinformed, sorry, is not an acceptable response for us. Homeowners who have homes adjacent to other golf cart paths knew of their existence or plans for them prior to purchasing their lots. Why weren't the homeowners here at least informed of the possibility and or why wasn't this constructed before the lots were being sold? The safety of our neighbors is a huge concern. Having lived here, we've experienced cars and trucks taking the turn onto Sawgrass by our house in the wrong lane and way above the speed

limit. Many times we have personally almost been hit head-on while in our lane by drivers who don't follow the rules of driving. A golf cart path here only encourages gatherings of walker's, path riders, and or golfers to be near the road and possibly have harm come to them. A golf cart path constructed here would be much more costly to the CDD than others they have built due to the already placed utilities and having to re-grade the properties. Re-grading the property will more than likely cause water problems for at least one of our neighbor's homes. We feel there are many more ways to spend our monies on the infrastructure needs in our neighborhood than the convenience for a few. For example, the utility boxes in the fenced off area at Oakmont and Sawgrass, the concrete curbing that's falling apart near the HFC, the landscaping near the 10th tee, the pickleball courts, the dog parks just to name a few. There will also be headlights in the evening shining right into the front windows of our home across the street and we and our next-door neighbors pull out of our driveways, a golf cart path would be dangerous to all of those on it or near it. What will this do to our property values? We would like to know exactly how many people have had trespassing issues and when these incidents occurred. From our conversations with our neighbors, it appears that they have had issues only when a home was being built next to them and was not yet completed. How many incidents have there been lately or since the homes have been occupied? A neighbor recently sent an email to many of the homeowners on Sawgrass and Oakmont, excluding those of us who would be most affected by the golf cart paths. I responded as it was forwarded to me from one of the neighbors and I copied all of you to the many erroneous statements he made and the lack of background information, in fact, he had. Yes.

Mr. Greenwood: Just to say we're at three minutes.

MJ Richards: I'll go fast. We also have a concern about a survey that was taken that Colette did. I believe that the survey is invalid. Her survey said, would you use a cart path if it was installed there? What would you do if I asked you if you'd wanted to pool and didn't give you any background information? This survey was only sent to a few select groups of people. I found out today that there's over 622 golfers here and most of them did not receive the survey nor did any of us.

Mr. Mecsecs: MJ I have to cut you off. I'm sorry.

MR Richards: Original copy with 21 homeowners around the area that have agreed to everything that I was continuing to say here that are opposed to a golf cart access path there.

Mr. Mecsecs: Thank you.

MR Richards: Thank you.

Mr. Mecsecs: Thank you. Okay. Next in line.

Mr. Greenwood: We have Mr. Nolan Haik.

Nolan Haik (1213 Sawgrass Drive): My name is Nolan Haik. I live in 1213 Sawgrass Drive. I'm here to express my support for paving the cart path of the strip of land owned by the CDD between lots 768 and 769 near hole 10 on the West. The access path is needed for walkers, bikers, golf cart riders, and the golfers. The nearest entrance access paths are too far away from this section of Lake Ashton, and they pose a safety reason if it's not installed. Few of those are narrow roads and lack of sidewalks, requires a safe and convenient space for walkers and bikers and golf cart riders. A lack of access and sidewalks also forces the walkers, bikers, and golf cart riders onto the street of the business intersection at Lake Ashton and Pebble Beach Boulevard, inviting potential accidents and injury. The path provides paved access in case of medical emergencies that happen on the course, particularly, at holes 10, 11, and 12. Also, we're getting into the rainy thundery season here shortly and when the golf course siren warns of possible lightning strikes, golfers and walkers and bicycle riders will need a quick exit route to take shelter. Without the paved access path, residents will use this area, and it will quickly turn into a muddy cow path. So I urge you to go ahead. It looks like you have a great design and a very good price for the amount of work that needs to be done there. As my dad used to say, it never gets any cheaper than today. Thank you for your consideration.

Mr. Mecsecs: Thank you.

Mr. Greenwood: Lastly, we've got Sandra Hockenberry.

Sandra Hockenberry (1178 Sawgrass Drive): Morning. Please allow me to introduce myself. I'm Sandra Hockenberry. I live at 1178 Sawgrass Drive here in Lake Ashton. My purpose today is to offer my opinion about the proposed cart path between the Williams and the Hockenberry-Nelson homes at 1174 and 1178 Sawgrass Drive. We were told by ourselves associate Lori, that the tract of land between 1174 Sawgrass Drive

in our home and 1178 Sawgrass Drive was an easement. We found this desirable as it added some extra space between our house and our neighbors. If we had known that there was a potential for a cart path, we would have simply chosen a different lot. We do not believe there is a need for a cart path on Sawgrass Drive. It is the only one hole away from access to Ashton Club Boulevard. It's a short walk or drive back to home number 9, for easy access to the street. It takes less than 90 seconds on a golf cart or bike to go from 10 green, back to 9 tee, I checked that. After construction on the last lot is completed on Sawgrass, we are looking forward to a quiet community that the rest of our Lake Ashton neighbors enjoy. If this cart path is allowed to be built, the streets of Sawgrass Drive and Oakmont Drive would be permanently impacted by an increase in pedestrian traffic, bike riders, cart riders, and golfers hurrying to their holes before the shotgun start. It will decrease our property value, you would not want a golf cart path on two slides of your home and neither do we. I have a question for the Board. Has the CDD2 or the golf course ever cut the grass, watered the grass, fertilized, weeded, or otherwise maintain the easement between 1174 and 1178, Sawgrass Drive? The answer is no. For the last seven months, the Williams and the Hockenberry-Nelson households have maintained the easement. This includes paying for lawn service to cut the grass, paying our pest control company to weed and fertilize, and provide water from our sprinklers to maintain the beauty of the grass. We have done this willingly and without complaint and will continue to do so as long as there is not a cart path. I've talked to a few people who have concerns about quick access from exiting the cart path to Sawgrass Drive in an event of an emergency. A five-foot-wide cart path is simply not wide enough to accommodate an emergency vehicle such as an ambulance or a fire truck. I do not know one single civilized person who would deny access to anyone walking or driving a cart path-

Mr. Mecsics: Could you just wrap it up please?

Sandra Hockenberry: Yes. Through their yard in the true event of an emergency. On a rare occasion of an emergency, a cart or stretcher could easily be driven over the easement as it is. Thank you.

Mr. Mecsics: Thank you. Any others? We have one out there.

Dave Fox (1389 Oakmont Drive): My name is Dave Fox. I live at 1389 Oakmont. Recently, I had a medical emergency when I was playing golf on 12, and I needed to get

home for medication quickly. I had no way of getting off the golf course to get home, and so I cut through the yard at the end of the cul-de-sac, with my golf cart. I was sternly rebuked for that without having an opportunity to give my side of the story. It was a matter of getting home or passing out. We definitely need access. I would prefer to see it at the end of the cul-de-sac close to the swamp there because when you're on a golf course in that area you're literally trapped from getting off. So I'm very much in favor of more access to the golf course for medical emergencies.

Mr. Mecsics: Thank you. I hope you're feeling better too. Any others? One more? Sure. Are you coming up?

Tony March: Yes.

Mr. Mecsics: Come on up. Take your time.

Tony March (1017 Sawgrass): My name is Tony March, I live at 1017 Sawgrass. Not trying to be too contradictory, but we were told by Lori that the access point was going in there. She showed us on the map, it shows it on the map, that it's there. It's not an easement, it belongs to the CDD. As I said, we were told to go there. Somebody stated, well, at the end of 9, if you try and go back to Ashton to get off, you can't. Because the rules say between 8 and 4, you can't go over the opposite way in a golf course. You're impeding traffic with the ongoing golfers. If you're going to continue, you're only going to play nine to holes 10, 11, 12, 13 to get off, then you're running into the golfers that are moving along and you're interfering with their play. We live on a golf course. You knew you'll live in a golf course when you're bought in. In the HOA, paragraph 5-7, it says that, the CDD or the golf course tract owner may construct sidewalks in various locations within the community for pedestrian traffic and golf cart usage in their sole and absolute discretion. I mean, it's in the rules. We do own the property, it's not an easement, it was there for a golf cart access.

Mr. Mecsics: Thank you. This is a point of clarification. I talked about this with our attorney. Sarah, feel free to jump in, but the CCNRs are a function of the HOA, not the CDD. As a governmental agency we are not necessarily subject to them. We use them as a guideline but were not subject to them. I just want to clarify and let's not pick on anybody, but that's just the way the law works. Alan, you'll confirm that that was a tract, not an easement?

Mr. Rayl: Correct. There is an easement over it also, but it is a feasible tract of land owned by the CDD.

Mr. Mecsics: Okay, thank you. Supervisor comments?

Ms. McKie: I have comments. I'm passing out some information. At the last meeting Chairman Mecsics asked that residents be pulled. This has been an eye-opening challenging process to have done. Initially, I assumed and I hoped that e-mails could be sent out to the residents on Sawgrass, Oakmont, Riviera and Colonial. In checking with the community director, I've found that there was no electronic capability of isolating addresses and e-mails. Then I put together a paper survey that I planned and some folks I'd call to volunteer to help. That would have been passed out to those residents starting early January. Then I looked at other options. The cart paths are used by any resident, and golfers use them. I emailed all of the presidents of the golf leagues and asked if they would be willing to send a very short survey because I wanted answers. The question would be, "Would you use this golf cart path?" I wanted to stay away from the emotional arguments on either side. From my point of view as a Supervisor, I wanted us to be sure that anything we spent money on would be used because if it's not used, it's a waste of money. That was sent out in December. Some of the residents during the holidays put together their own e-mail and sent it. They were able to get e-mail addresses for the four streets. There are a 169 homes that will have been built when it's finished. For the people where they did not have their e-mail addresses online on the source that they used. They mailed them letters on US Postal Service. In their e-mail that went to folks, they noted that I had been asked to poll the residents and track the information. People sent those to me as well as many of the Supervisors. The e-mailed residents on Sawgrass Oakmont Drives and at Colonial and Riviera Courts, the people who were not supportive or with a no were 4 from the resident's survey. The people who responded in support of that Sawgrass cart path being installed was 93. Now, the emails that went out to the golfers before Mr. Zelazny asked why the men's 18-Hole league is left out. Their Board declined to send the question, "Would you use this cart path?" There was a little explanation of a couple of sentences of why they were getting this e-mail. The women's 18-Hole league sent it out and as you'll see on the paper that I gave you, it gives you a different snapshot than the residence in the Sawgrass area because it included residents from the East as

well. For the women's golf league from the West, 36 were supportive and no were 8. On the East, 28 were supportive and 6 were no on the East. For the folks who said no, they mostly said they would not use it unless in many cases, there was what is called a shotgun tournament. I'll explain that in a few minutes. The women's 9-Hole League sent out the question. Then I did not know that there was really not a president for the Blue Men league, but they have a coordinator. Once female golfers who reside with male golfers from the Blue Men League, I started getting Blue Men league as well and eventually their coordinator sent out the same question. From the West, the residents or the golfers from the 9-Hole and Blue Men Leagues was 54. From the West, not supportive was 4. From the East there were 34 yes and the East had 2 no. For all of the golfers, a total of 152 yeses to support the construction of the cart path and 20 nos. Now some of these between what was sent out by the residents and the golfers are repeats because some there are golfers within the Sawgrass area. There are two different snapshots. Again, the question was, would the path be used? I went and talk to Ron Lavoie or actually Matt asking about the shotgun. What shotgun means is the golfers are assigned to go to different holes so that the game can be started and it can go faster, and I asked how many shotgun tournaments are there in a year? With rotation, there are two or four shotgun tournaments per week. There are also 33 special tournaments a year. Most of them are two-day tournament is on Thursdays and Fridays. They use shotgun one day out of those two and there are Monday events that use shotguns. So that added up to about 310 times a year, that the golf course would potentially be sending people to cart paths to enter where they would need to enter onto the course. As you all got many of those e-mails, there were a lot of different comments and ideas and some of them were quite eye-opening I thought. This is information from residents and in some cases I did research in that regard. One was in regards to the recent discussions we've had about the racquetball court that was recently funded and it was a top priority because the courts had not been resurfaced since the beginning of the HFC. The discussion was were there 6, 8 or 10 residents that used it a couple of times a week? The sod grass path, as was pointed out by residents, was on the original plat, which the plat existed before the HFC was built. So some of the questions I got, why has this path been waiting longer than when the HFC was built and is it time to get it done? There was also a concern in regards to the flooring in the HFC that the price

would go up if action wasn't taken, and that is also a concern in regards to putting in the golf cart path. Will the price continue to go up if it's not installed? Weather and health emergency access were brought up by residents. A resident sent the information to me that the next closest access point from that path that we're talking about is half a mile to Ashton Boulevard and three-quarters of a mile to Gray Hawk access. Several people have already mentioned that issue today. Other people brought up the fact that the Pebble Beach cul-de-sac, those homeowners there didn't want that path either. They said they had not been told by the sales office that it was CDD owned land, yet the CCD built the path anyway. In regards to the CDD owned land not acknowledged by the sales office, residents brought me copies of the brochure, and the wall sign. I did not buy a new house, so I didn't know about those things, and I sent those pictures to the Supervisors where it shows with arrows where those were noted in the sales material and in the sales office that new owners can see. There's concern, as was mentioned this morning, about the narrow congestion of the road. There's speculation that that's temporary congestion. There are about 11 houses under construction close to the path, and I've been multiple times and there are trucks on the road. It is very difficult to see. Actually, when I went to take pictures of the curve that was talked about, I had to come back several times and wait until the trucks were not blocking where that path would go. Also in the pictures for the Supervisors, people brought up the fact that if that path is too dangerous for our residents to be on and not get hurt, there are probably other paths that should be considered too dangerous to be used as well. Between holes 4 and 15 on the East, there is a cart path that crosses Berwick, which is quite a busy street, so I went over to those neighbors and I rang six doorbells. Three people were home. They said in all the years that they've lived there, there have been no accidents and no injuries. Carts stop before crossing, and most cart path drivers are respectful and stay on the paths. If you look at the pictures, I took them at basically the same angle, and you can possibly see that on Berwick, the cart path actually abuts to somebody's driveway, and the curve is much closer to the Berwick cart path than it would be to the one that would be on Sawgrass. The conclusion and the research that I've done is it seems that that cart path could be utilized enough to pay for itself. The residents in the immediate area, I know there are people who are against it, but the people who responded, it's overwhelmingly in support

of the installation. As we are seeing with every estimate we have, delays will increase the cost to all Lake Ashton West residents. This has been, I believe the third time this has been discussed at a Board meeting. We've all learned a lot. My sense is that if it is not approved, the subject is not going to go away.

Mr. Mecsecs: Thank you. Other Supervisors?

Mr. Zelazny: Yeah. I'd just like to make a couple of comments very much in support of what Colette has said. There's I think 11 cart path entry points into both the golf courses. There's never been a safety issue associated with any of that. When I deal with the maintenance staff on the golf course, the maintenance staff, while it's not a necessity, greatly would appreciate having that access point. The golfers I talked to are all supportive of putting it in. But I wanted to talk just briefly to the residents that are walkers, bikers, etc., that use the cart paths every day to get their exercise. Without this cart path here, they have one of entry if you're in the Sawgrass Oakmont mine area, and that is to walk all the way back to the HFC to come back. I think for them, it's much more beneficial for them to be able to access the golf course and egress the golf course from that location so they don't have to go all the way out. For them, and I think the majority of them are very supportive of putting in the path. Angie?

Ms. Littlewood: I do have some comments. I read the letters that came through, and looking at the reasons that lots of people were saying that they wanted it. First of all, they are saying it was always identified on the plat. So where is it identified that this tract owned by the CDD was always designated as a golf cart path, I see the tract but I don't see any indication of a cart path. So maybe I've missed that, Alan, but I don't see it. The next reason was stop trespassing. This is not a CDD responsibility. If anything, it should be the responsibility of the HOA or even law enforcement. However, having seen the security video sent in by a resident who has others trespassing on their property, I feel personally that the residents who have such little respect for other people's properties, that it won't stop that. The other thing was it's easier for golfers to get off the course when the storm siren goes. There's nothing stopping them from using this tract of land now. It's an access, it's owned by CDD. Easy for emergency vehicles to get through the golf course, it's not wide enough for that anyway. It's easier for first responders to bring a gurney onto the course. First responders can use this tract of land now, and I'm sure that

they must navigate worse terrain than a grassed tract of land, which I thought was maintained, but clearly, it's been maintained by the residents. But I have a question for Sarah also, if she's still on the line there. When people buy or rent the property, they're entitled to peace and quiet and privacy. Sarah, how would that affect that enjoyment?

Ms. Sandy: I think as we've discussed previously, if the District owned the property, and we also have easement at right for the golf cart pathway, then the District has the ability to use those for that purpose.

Ms. Littlewood: There is a legal requirement that people have a reasonable expectation of peace, quiet, and privacy when they purchase or rent a home. How would that affect the legal standing?

Ms. Sandy: There are a lot of nuances within that statement, legally speaking. That is on their specific property, that's not something that the District governs, that's something that in terms of real property rights that is governed by the city and county, but the District has an ability and has the right to also use this property. As long as that does not violate city ordinance, county ordinance, or state law, then the District can move forward with that. So just as the private owner owns their property, the District owns its property and has the right to use that property in any legal mean. As long as we are in compliance with city and county ordinances and state statute, then I believe the District has the right to use the property for such golf cart pathway.

Ms. Littlewood: Okay. Moving on then, this Board has already spent thousands of resident's monies on the golf course, adding two new cart paths and re-installing and repairing a bathroom and that's just to mention a couple of things. Well I don't dismiss putting a cart path down in the future, right now, there are other areas of the community that need money spending on them. Golfers, walkers, bicyclists, and other residents, as well as first responders, already have access to this tract. As is all so often pointed out by this Board in other areas, this is CDD property, so anybody can use it. Maybe Bob could send out an email letting the residents know that they can use this tract of land and indicate where it is.

Mr. Zelazny: Any email like that would have to be from the Board and not the golf course.

Ms. Littlewood: Just my concern is that we've already spent thousands this year on the golf course and I think because it's a tract that can be used anyway, I don't think we should be spending more money putting down a new cart path at this time. I'm not saying no in the future, but at this time.

Mr. Mecsics: Okay. Thank you. Please be quiet.

Mr. Zelazny: I would only caution about allowing people to go there in an unimproved condition. As the resident was saying, the one thing you don't want is people driving through, walking through, destroying your yard, going left to right. The easement or the property is a specific dimension, the cart path would go in that. If we're going to use it at all, it needs to be maintained and improved. That is my opinion.

Mr. Mecsics: Any further comments?

Ms. McKie: Yeah, the Pebble Beach, cul-de-sac, cart path. Those parks were plagued by people walking, driving their cars, bicycling on the lawn before it was installed, and that was one of the motivations to have it done. Those folks on saw grass have taken care of that lawn and the last thing they want to have done, I would think, is people driving on wet grass, riding bicycles, and walking in-between. Now, the CDD paid for our engineer to install two stakes so that we could see where it was. After I was asked to do the polling, those stakes disappeared. So at least those stakes marked out between the areas where people would pass, now there's nothing. So they would just walk wherever they want or ride their bikes or drive their carts.

Mr. Mecsics: Okay. I'm watching the time because we have a joint Board meeting coming up here as well. Any further comments from the Board? Okay. In that case, do I have a motion to proceed with this project?

Ms. McKie: I think we need to address this and move forward one way or the other, so I move that this path be approved by the Board.

On MOTION by Ms. McKie, seconded by Mr. Zelazny, with Ms. McKie, Mr. Zelazny, Ms. Clark and Mr. Mecsics in favor and Ms. Littlewood opposed, the Paving of Golf Cart Path, was approved 4-1.

*\*At this time there was an intermission and the Lake Ashton I and Lake Ashton II Boards met for a Joint Meeting*

**NINTH ORDER OF BUSINESS**

**New Business**

**A. Consideration of Term Sheet from Hancock Whitney Bank Dated January 6, 2021 for the Refunding of the Series 2006A Bonds & Authorization for Staff to Prepare Necessary Documents for Closing**

Mr. Mecsics: We'll reconvene Lake Ashton II CDD. We have a consideration for term sheets, but I'm going to move that back to our discussion on the pickleball courts. Bob, over to you.

Mr. Greenwood: Jim, at this point, we actually have MBS Capital. They're on the phone here, they wanted to go over the consideration of the term sheet. That was actually our next item, so if you can?

Mr. Mecsics: Yeah, but I would like to bypass that so that these folks can get to the dog park.

Mr. Greenwood: I believe Rhonda Mossing is in the panel sheet.

Ms. Mossing: I'm here. Can you hear me?

Mr. Greenwood: Yes. Obviously, that's entirely up to the Board. I've just noted to get MBS back on the phone.

Mr. Mecsics: Can we ask them to wait?

Ms. Littlewood: That could be a long time.

Mr. Mecsics: Let's do this one here, the consideration for the Hancock Whitney Bank.

Mr. Greenwood: Rhonda, if you would like to take it from here?

Ms. Mossing: Good afternoon. This is Rhonda Mossing with MBS Capital Markets. I'll try to be brief because I know the Board is familiar with the financing that we just recently completed last year to refund the Series 2005 bonds. That financing was with Hancock Whitney Bank as well. At the time the 2006 A assessment area wasn't developed far enough to refinance that debt, and we advised the Board that we would monitor that, and come back to you when we felt it was economically feasible for you to do a refinancing. Based upon your new assessment role that you'd levied this year and the status of the development, we did send an application to Hancock Whitney Bank and

asked them to consider the refinancing of the 2006 A bonds, which they responded with a term sheet that we've provided for you in your agenda package. In that term sheet, there is no extension of the maturity date of the existing bonds. They're proposing an average coupon rate of 2.821%, and that compares to your current coupon rate of 5.3% on the bonds, so it's almost half of what you're currently paying. There's a commitment fee of 25 basis points on the financing, which is 1/4 of 1%. That comes to about \$8,000 for the commitment fee. The collateral is the same collateral you have now on all the lots that are within the 2006 A assessment area that have not prepaid their 2006 A assessments. The difference in this term sheet and then one that was provided to us later this morning, was that we received phone calls from District council and bond council with a concern that the bank wanted us to transfer the trustee services from US Bank to Hancock Bank, and that was going to be problematic because your other bond issue that you did last year is under the master trust indenture with US Bank, and making that change was going to be a big problem. So I did talk to the bank this morning. They sent out a revised term sheet. The only revision is to take up a trustee relationship that you see in your agenda package. They have done away with the debt service reserve fund requirement, which is very beneficial to the District, because now those funds can be used to reduce the annual assessments on the refunding debt. We anticipate that the refunding amount will be \$3,245,000 which will diffuse your currently existing debt of \$3,320,000. So that's approximately \$75,000 less in debt that you will have outstanding. We estimate that the annual reduction per unit will be about a \$169 per year, the total savings that the District will experience is going to be approximately \$943,000 over the remaining term of the bond. That's almost a million dollars in savings to the District and the residents of the 2006 A assessment area. In comparison, the refinancing that you had last year, that average coupon was 2.363%. It's just slightly less than what you have today, and the market has shifted since last year, so that was to be expected. As I said, I would be asking the Board today to approve the term sheet with the Hancock Bank based upon the changes that I indicated with regard to moving trustee services, they'll stay with US Bank, and authorized staff to proceed in preparing the documents to bring back to you at your February Board meeting for execution. Then we would assign those documents and close

on the bonds on February 22nd, and that's when the new interest rate would go into effect for the District. I'm available to answer any questions you might have.

Mr. Zelazny: I'd just like we make the motion, we accept the terms.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Term Sheet from Hancock Whitney Bank Dated January 6, 2021 for the Refunding of the Series 2006A Bonds & Authorization for Staff to Prepare Necessary Documents for Closing, was approved.

**B. Condition of Pickleball Courts** *(Requested by Supervisor Zelazny/Pickleball Association)*

Mr. Meccsics: Now we get onto our next one, which will be the condition of the pickleball courts. Bob, you placed this onto the agenda?

Mr. Zelazny: I placed the item on the agenda today because the number of participants in the pickleball club had approached me on some issues. I understand they've also approached the other residents. At this time, I'll just ask the spokesperson for the pickleball club or organization to come up and present their concerns to the Board.

Mr. Greenwood: I've got five speaker cards here on the pickleball court, and I also have one that was included in the agenda packet, it was actually a letter received, so either which way would you?

Mr. Meccsics: Let's let Calvin do his presentation first, and then we'll add these to it.

Mr. Greenwood: Excellent.

Calvin Eakins (4428 Ventana Lane): Good. Let me start over. Even my voice carries a lot. My name is Calvin Eakins and I live at 4428 Ventana Lane. I'm the president of Lake Ashton Pickleball Association. Since this is my first time approaching you as president, the first thing I wanted to say is thank you. You guys did a fantastic job doing the fencing, and we really appreciate that. We were chasing balls into the fence. We approached, you acted on it. It took a while. We know with COVID they couldn't get to it right away, but we certainly do appreciate that effort. We don't say this enough, and Mary, I really appreciate your staff. I was playing pickleball Wednesday afternoon and James and Karen were out there literally on their knees putting in the ties to the nets. I thanked

them personally for all of their support that they do for us anytime we need anything. I also teach pickleball and Brian is always very receptive. He put the notices out. Usually, I just say something to him and he puts it out there. We really thank you for the support that you have given us when we need something, tables, anything. Sometimes they're on short-term notice too. You guys usually always comply. We really thank you for the support that you've given us. But why I'm here this morning is really to talk about some of the concerns and needs we have. Now, I am not here to ask you anything new, I'm not asking for any improvements. I'm asking we do really proper maintenance on the court. But before I go any further, I want all of our pickleball players that are here, some of you even brought their rackets if they were staying, stand up and wave the racket. Thank you. These are the folks that are here supporting us. We even had more this morning. I appreciate you coming back this afternoon. Thank you so much for being here. The primary thing that we're looking for, this is a request that we have is that we find the way to resurface all four courts in 2022. That's our primary concern that we're asking for. My understanding is that it is in the budget, two of you have told me it is in the budget for next fiscal year and that we could probably start that as early as October, and that would be great for us. If you could start in October, we could be finished doing it when all the snowbirds come back. We have nice, pretty courts to play on. I'm requesting and I really would like for you to do all four courts. Courts 3 and 4, they have a lot of cracks in it. There are some problems with it. So my suggestion is we go on and do them all at that time. We also have some further maintenance issues. We were for the courts to be pressure washed regularly, we would like for the nets to be cleaned. We would like for the courts to be blown of all the leaves and debris. Now, your prior landscaping company did that, but this landscaping company does not do that. A lot of the times, we have to get out there and sweep and blow the courts, which could be dangerous for us and we got sand and we got other things on the court. These things that I'm asking for are things that other 55 communities do. The villages, they pressure wash their courts every month, so do Vida. They have a reserve study as well and they looked at their courts. Never do their courts go up more than five years. Sometimes they do in three years or two years, but they always take care of our courts. That's what we're asking for. We're just asking you to maintain your courts, to do what you have actually promised and say that you would

do. I just pulled a statement here. This is from your minutes for your Board meeting in July 16th. You can find this on page 49, where Bob Zelazny, he made a statement, "The comments on discoloration and everything happen over seven or eight years ago in association with the method by which we are trying to keep it clean. We will continue to try to clean. We have a schedule to clean it. We would be more aggressive to make sure this gets done." We are asking you to honor to that promise. Just in closing, folks, not only do we love pickleball, but we've loved the way our courts look. We take a lot of pride in our courts. That's what we want you to do. Hopefully, you'll have that same attitude as well. Thank you for hearing me.

Mr. Mecsics: Thank you, Calvin. Do we have some more public comments?

Mr. Greenwood: Yeah. I have five residents here, but there was the one that was received and from a Kyle Boast and it said, "After several observations of the water collected by the pickleball court 4, some inquiries lead me to wonder whether inappropriate sprinklers activity could be the cause. The issue was brought to the attention to the CDD director, Colette. After some communication with Yellowstone, she and I decided it would be best to collect some observation data addressing the issue. I agreed to visit the court on seven consecutive mornings, taking photos and recording the rainfall and the log. You see in the agenda it's called June 22nd, Tuesday, 8:00 AM, water on the court. There's a photo. June 23rd, 8:00 AM, water on the court. June 24th, 8:00 AM, no water on the court. But Chuck Caesar reported he squeegeed it off before I arrived. June 25th, water on the court. June 26, 8:00 AM, water on the court. June 27th, dry court, 1/8 inch of rain in the gauge. Then June 28th, Monday, 8:00 AM, dry court, no rain. End of the collection summary in order to determine the frequency and possible source of standing water at Lake Ashton Pickleball Court 4, assessment was made at 8:00 AM on seven consecutive days. Conclusion, since landscape watering on the area assessed do not occur every day during the five-day period that the court was wet, inappropriate sprinkler activity cannot totally be responsible for the pooling of the water that occurs. Natural rainfall is majority of the contributor to the pooling of the water. The pooling is located specific in the photos. That was the email that was received that we put in the agenda, but we do have the speaker cards here. I've got Les Jacobson, would you like to come first?

Les Jacobson: Of course. Good afternoon. I'm not going to repeat a lot of the things that Calvin said that I was prepared to comment on, so just thank you for what you have done. I do want to remind the Supervisors who weren't here at the time that the Pickleball Association, the players, and the people who supported pickleball did fundraising for years and years and years, and we contributed \$80,000 or so to the building of those courts, so when we come here, we're serious people about pickleball. When I first came to Lake Ashton, I had never heard of pickleball. I came here because one of the reasons was the racquetball court. Bob and I probably in this community have more hours on that racquetball court than anyone else. But that's not today. The first pickleball game I ever played here was on the tennis courts right outback. We had milk cartons over the net so we could get the net to the right height, and we had tape for lines. That was our pickleball courts. Never heard of it, tried it, fell in love with it, and we've advanced now over 15 years to the realization that pickleball is a very, very important amenity for all active adult communities, and it is very important to Lake Ashton. What we really need is more courts, but that's for another day, I don't see that happening anytime soon. There are ideas out there that have been floated, haven't been floated, and maybe one day something will happen, but right now, since that's a pipe dream, let's get the courts we have into first-class condition like the rest of the community. We're all here because this is a first-class community. Our pickleball courts right now are not first-class. That's not anybody's fault. They're heavily used, they need to be maintained, and they need to be cared for. As Calvin said, resurfacing would be ideal. I know it's in the budget if we have to wait. I'm only urging you to try if there's any way to find the money earlier. Supervisor McKie, you commented earlier in the meeting about spending money wastefully. In my view, resurfacing racquetball court that maybe half a dozen people use, that's a stretch. I'm sure those half a dozen people would feel otherwise, but we're talking about hundreds of people using the pickleball courts, and if you could find the money for that, I think you can find the money for our courts. I'll give you the same argument; if we wait, it's going to be more expensive. This is something that has to be done, the quicker the better. I'm sure you're going to hear a lot of the same things. But anyway, that's my pitch. Again, thank you for servicing the community. We do appreciate all you do. I know it's a thankless job,

tough job, one that I wouldn't be running for. Despite the negative comments you hear, I would say most people would think you guys are doing a great job. Thank you.

Mr. Mecsics: Thanks, Les. That's it?

Mr. Greenwood: No. We have John, is it Savala? Appreciate the correction.

John Savala: Good afternoon. My name is John Savala. I'd like to reiterate what Cal said about getting that bottom rail put around the fence at the pickleball court. You have no idea how much better it is playing there now that this has been done. Many have written the Board of Supervisors about the poor condition of our courts, and many have come to the mic and addressed you personally with the same message. I've done both on more than one occasion, and therefore, I'm not going to belabor you, and re-reiterate what you've heard many times over. Instead, my message today is to say, shame on the CDD-2 Board of Supervisors for turning a blind eye to the obvious deterioration of one of the most popular amenities in the community, which is used by so many of us. Shame on you for turning a deaf ear to all of us who've tried to navigate your arcane rules to get our issues on the agenda, to get our grievances aired, only to get blank stares as we stand up here talking and then take our seats in here no discussion among the Supervisors on the matter. Shame on the CDD-2 Board of Supervisors for stating that there's no money to resurface the pickleball courts, but it is willing to spend more than twice as much to repair a basketball court that is not in need of any repair. Finally, shame on us the pickleball players for our insanity, for doing the same thing over and over again and expecting different results.

Mr. Greenwood: Then we have Lisa.

Lisa Savala (4291 Ashton Club Drive): Good afternoon. My name is Lisa Savala. I live at 4291 Ashton Club Drive, and I am the Treasurer for our pickleball association. I don't really have a comment but a question. I met with Bob several times, and he said to me that last year he had a company come out and evaluate the condition of the pickleball courts and that he would call them again this year to have them again come out, and that their response was that our courts are in good condition. I'm asking you to share that information with me because obviously, they give you an outline of that to take back with you. They give you a paper copy and don't just verbally say the courts are in good condition. I'm asking you, as the Board, to share that with us so we can actually see

because it's not what we see. The other thing I'm asking is that I've met with Bob again and he has told me over that last year that he had spoken to James to have the courts power-washed and that they were power-washed twice last year. When we talked to James, he said he's never power-washed the courts. So I want some clarification on if that has been done and if it could be done. The other thing is that there's been a lot of questions when I ask when the original courts were put in and I talked to the people that actually did put them in, The Judd's, they still live here, and the courts were put in, in the Summer of 2014. The study or when you say that the courts need to be resurfaced is every seven years, I think, is what you had told me, and this Summer it'll be eight years for courts one and two since they were put in the Summer of 2014. I think we just would like some actual clarification on what the courts have all been put in and what the plan is. Thank you very much.

Mr. Mecsecs: Thank you.

Mr. Greenwood: Then Lynn Judd.

Lynn Judd (5221 Green Drive): Hi. I wasn't originally planning to speak. I put the note in after hearing from people this morning. I haven't been on the courts. I should say I'm Lynn Judd and I live at 5221 Green Drive. I'm sorry I forgot to put that in. I haven't been back a lot. As you see, I still wear my mask. I'm concerned. I play individually with other couples that I know very well to try and be careful. I decided to speak because first of all, we think it's 2014 because the plaque to Larry and I on the court is from 2015, January. We think it's 2014. I can't swear. My mind isn't as strong as it used to be. I'm speaking because basically, I consider pickleball my baby. We were here since the inception. Not only since, we were the inception with a couple of other people. We started the Pickleball Association and it grew, and it grew and it grew more than we could have expected. Larry was the president for five years. I was the fundraising chair for way longer. We didn't just give the association or CDD \$80,000, we've raised over \$100,000 that we've used towards the courts, puts the lights, towards the fencing, towards the benches, towards the screens, towards everything. It's never been just the Pickleball Associations, it's this entire communities. It belongs to us all. We all support each other. This Pickleball Association, our club is the biggest one, here at Lake Ashton, and they all support. When they were asked to contribute \$10 for membership, they handed over the money because

they believe in the pickleball course, the power of our community. Jim is the only one here on the Board who really was there at the beginning. Jim is one of the reasons that we have those courts because he has supported us 100%. I can't say that otherwise from other members who've been on the Board over the years, but I can always count on Jim to listen. He may not always agree with me, but he listens. I don't feel that right now that the Board necessarily always listens. I don't know all of you. I know some. One of the things, you've heard what needs to be done. The agreements at the beginning when we raised this money and we turned it over to the CDD for these courts to be built, was that it would be maintained properly and well. I'm embarrassed to look at the courts now, especially one and two, three and four are not great shape but one and two look terrible. Yes, it is cosmetic, but this is our community and we take pride in it. We take pride in who we are and where we live. I want to be proud of our courts again. The agreement was that the CDD would maintain it appropriately if we would give the money over. We still raise money to try and do things to help things around the pickleball court. One person mentioned about cleaning up the courts and we need it cleaned up or the company won't do it anymore or we forgot to tell them to do it. Then when I'm told that I could get a blower and you'll give me a leaf blower to blow the courts off. I don't think that's appropriate. I'm sorry. At 70 years old I came here as a retirement for me. I don't need to be blowing my courts off. I think that's a CDD responsibility to figure out how to do it. If this company won't do it, figure out how else it can be done because it can be done. Things can be worked out if they're just thought about and a solution will come. Please help us. I'm sorry I went over. I apologize. But as you can tell, it's near and dear to my heart.

Mr. Mecsics: Thank you.

Ms. Judd: Thank you.

Mr. Mecsics: To clarify Lynn's comments about my support. It was mostly in eating spaghetti that I don't ever want to see again in my entire life. Back to serious business though. Let's open it up for a discussion on the Board.

Ms. Clark: I have a simple question. When would be the best time to resurface the courts with respect to whether heat use so forth? If the Board can't answer it, could someone from the pickleball group answer it? When will be the best time to do it?

Mr. Zelazny: The answer would be to call the company that does the work and we can certainly do that and find out when the best time to do it is. We will do that.

Ms. McKie: The question has been about dates. I have documentation that said, "Attention Lawrence Judd. This is from the HFC Courts 1 and 2. Construction of two pickleball courts." It talks about the equipment, the surface, and color system. It's a three-coat system that is dated 11-29-2016. That's what Calvin told me when I met with him last week when we went over this. I'd like to continue.

Mr. Mecsics: Yes, please.

Ms. McKie: Courts 3 and 4 it's not a referral of anybody's name. It's the same company dated 3-8-2018, the construction pickleball court contract price was \$29,237. Then there was parking lot work. The pickleball court was 3-8-2018. I've learned a lot the past couple of weeks since this has become such an important issue. I know it's been important for a while, but this is the most I've learned. Calvin, you guys have said thank you for putting the bars on the bottom of the fence. Calvin came in last week and said, thank you. It's so much easier for us to play because the balls don't go under the fence. I asked him, do you really know why this was approved, this expenditure. He wasn't sure and I said it's because when we talked to James Morgason about putting that bar down, he said it will help stabilize the fence. The fence itself is not chain link, it's plastic. That's why that was approved, not because balls were going under the fence and it made it easier for you to play, unfortunately, but that's true. One of the questions I continue to ask is, we have lots of clubs and they're all asking for money right now and we have to balance things. What is the CDD supposed to pay for and where do the club's responsibilities come in? I've been told the CDD is responsible more for the structure of things. Stabilizing that fence, stabilized the structure. All of our amenities are considered social and for amateurs. The border of the courts, I learned from James Morgason, is concrete. The courts themselves are asphalt. Our roads outside are asphalt. Cement is much smoother, it's a more expensive court to put in, but the maintenance is less. Asphalt is less to install, but the maintenance costs are higher. People talk about the swells or the bird baths. In the contracts here, it talks about imperfections. That there's, I believe it's a quarter of an inch imperfection within 10 feet. Those imperfections are there and the courts received one coat of latex acrylic surfacer to get texture and safer play. Two coats of latex acrylic

fortified color system with sand. It is fortified, it is nonfading, weatherproof, 100 percent acrylic coating for use on asphalt, specifically for pickleball. The research I did, it's advised the color of the court contrasts with the balls, that is the case here. When Calvin and I talked and he mentioned it today, comparing us to Solivita and the Villages, Solivita has 6,000 homes. The Villages has 54,000 residents. They may have the staff to pay, to clean the nets, to power wash the courts, to power blow the courts and do yearly assessments. We have two people on maintenance and staff here. I believe we recently replaced windscreens. We had windscreens and they were installed and I understand they were, Bob can explain more about the windscreens if they were very good windscreens. Pickleball players or residents cut into those screens. That impacted the longevity and the effectiveness of those windscreens. I want to be sure, I want to ask, I don't know what the new windscreens are, that they will not be vandalized. The pickleball club, Calvin told me has 190 players, 90 members and that's phenomenal, who pay \$10 per month.

Unidentified Resident: Per year.

Ms. McKie: \$10 a year?

Unidentified Resident: Per year, yes.

Ms. McKie: That was not what he told me. Thank you for that clarification.

Mr. Mecsics: Okay.

Ms. McKie: The fencing, the stabilization of the fence was \$5,600. Within the last couple of months, the windscreen was installed, and the leaf blower that is not taken positively is about \$130 donation. No other club that I'm aware of has received \$5,600 of support. I understand you guys raised lots of money and you've put a lot into it and yet every club wants a share and that's what we have to figure out. So I'm finished. Thank you.

Mr. Zelazny: Let me just address a couple of issues. When your representatives come in to see myself or a Board member, and we take the information, we don't discount it and not do anything with it. In every case, I have investigated every complaint. I have information back from the staff and I have sent it to the individuals who have been in to see me. I would ask anybody that's out there, if I have failed to get back on anything that you have asked us to do. Now, if there's an issue with cleaning or cleaning these nets, that's not a Board issue. That's the amenity manager and the maintenance crew. We only

try to influence and direct the staff. That's what we do. If you come and see me about something in November and I don't hear back from you until I get a petition in January, I'm assuming the work is being done. There is a requirement to follow up. That being said, if it's an issue of pressure washing and cleaning, we will investigate that. We'll look at the budget. But let me talk about resurfacing the courts. Colette is exactly right. The 1st courts were put in in 2016. The 2nd set of courts were 2018. You can do the math, so one year we're just about at the maximum level for courts 1 and 2. Both 1 and 2 are in the budget for next year. Now, if the Board elects to move 3 and 4 up because they're scheduled for the following year, that's very doable. I will tell you that this entire year, if you go back to when we had a \$400 or \$322 increase in the assessment, it's because your community is broke trying to maintain a failing infrastructure. You can talk about the quality of what we're doing with the sports court or the racquetball court, we're living with the same issues with this facility that we're living with the golf course. We have a wonderful facility. The builder did a great job. But this facility is only in the condition it is because of the Board and Mary and their hard work. Everything we've replaced in the 16 years that we've been here has been upgraded from 2nd, 3rd, and 4th-grade equipment, to 1st-grade equipment, which you deserve. That will be the case when we upgrade and redo the pickleball courts. Now, in terms of did I get a quote in a piece of paper from the individual? No, I did not. As we move closer to the end of the year in the budget cycle, we'll have them back out here and we will get another assessment and we'll have a quote on that. Now, I can't speak for the Board, but can we move things up later in this year? Probably after we get through the budget cycle in May. We're just trying to get in a solid financial basis here. The reserve study has programmed everything that reaches its age of obsolescence or its end of use, and it's by industry standards, and even courts 1 and 2, and 3 and 4 are all within industry standards and there has not been deterioration to the point where it needs to be replaced at this time, according to the individual who came out and gave the original quote. Now, we have said to everyone who's come in, if the conditions change and warrant replacement earlier, the Board will take action. That's a given. Not everybody gets what they want. We try our best. But I will tell you, the actions that this Board has taken have done nothing, but improve the quality of life and the facilities that we have. You might argue that pickleball is more important than the sports

court or the fitness court, others might disagree. Our job is to maintain all of the facilities within the District and that's what we're doing. So again, if there's an issue with cleanliness on a day-to-day basis, check with the amenity manager and we'll see what we can do. If the court deteriorates to the point where it is unsafe or unusable and it doesn't have to even get to that point, the Board will meet and we will vote on it to fix it. That's a given. We're not downplaying the Pickleball Association, we're not putting you off. This has been in a reserve study for three years. Nothing has changed, except now we have sufficient money based on the increase in the assessments for the 400, 2 years ago and the 322 this year. We are now in a position financially, where we can do the stuff that we need to do to not only do reserve study items, but to do the other things to upgrade and improve facilities. I offer again, if you have questions about where we spend our money or how we spend our money and where it goes, just come in and ask. The documentation is all here. We've done point papers on where the assessed money goes. Everything. There's nothing hidden here. Now again, I'm only one person on the Board. If you can get three votes to say, move the money up, I say more power to you. But right now, I don't see that the courts are in such disrepair because even the people that come up here, when it all boils down, it just doesn't look good. I got it. It doesn't look good. But it's serviceable while we're trying to get through the budget and it's budgeted for next year. So if we waited till the next year's budget, it could be done as early as October 1. If we find out that our capital budget is sufficient and we have the money that's available for next year, we potentially could move it up, but that's not my decision to make. But right now, it is funded in next year's budget.

Ms. Littlewood: I've been here long enough to remember when the pickleball was playing on the tennis courts, and I remember the fundraising that they did and they raised the money to pay for the courts. However, if my memory is correct, this Board actually bought the land to the tune of about \$350,000, am I correct? Some of it was for the parking lot. It's not that this Board has not done anything for the pickleball courts, they have. You raised the money to pay for the court and that was great. But the whole of this community bought the land for you to play and put those courts on. So it's not that this Board is not doing anything. We are, but like everybody said, we have other clubs that want money. Calvin came to see me and I said to him, do you know how many clubs there are in this

community that think they are more important than every other club? It's a lot. There are other clubs that think they are important and then there are other clubs that sit quietly and get nothing. I actually took offense when the gentleman sat up here and said, shame on this Board. Because we actually do our best on this Board to try and juggle this money so that everybody gets a fair share. If you're not happy with what we do, then stand for this Board and make a difference.

Mr. Mecsics: I listened to Calvin and you said on the scheduling for the pickleball resurfacing, October would be a good time. I think you said that when we're sitting here, and that's part and parcel of our 2023 budgeting cycle. As Bob said, the first of October, it starts that so it could be sooner and during our budgeting cycle and we'll have a hearings and all that, if we have people come in and you come in and talk to us about moving those things up, then this Board will consider those. In regards to the cleanliness and some of that, we can work with Mary and crew. But again, we have finite resources. I don't think anybody is being neglected and I will tell you, Mr. Savala. No shame on me. Shame on you for saying that. But non-personal anymore. If you want to talk to people then talk to us, don't try to bully me because I'm from New Jersey, and bullies don't do well with boys from New Jersey. We've not ignored anybody, but come in and talk. I know Calvin, we've talked on different occasions even out there at the courts. On the servicing, that'll be part of the budget cycle and again, come and talk to us and in another couple of months, we will be going right into the budget cycle. As far as the blowing, the cleaning, then we'll discuss it with the amenities and see what we can do. I'm going to say something, everybody, I'm going to say this because I've been on this Board for seven years. I've been here for almost 14 damn years. Back in 1962, I was a 12-year-old boy in New Jersey, but I heard a guy say in his inaugural speech, "Don't ask what your country can do for you, ask what you can do for your country." I'm going to challenge every one of you. Don't ask what your community, your CDD, what you can do. That's my point, and that's why I do things and these people sit up here and do that. As far as you guys and the pickleball, we hear you, we'll try to work with you, the budget cycles where we'll look at for the resurfacing the courts, and Calvin, you responded when you said about the timing. From us, we've always listened, and we have supported you. I was kidding around by the spaghetti, but we've supported you. Please feel free to come and talk to us. We

will continue our conversations and our communications with each and every one of you to make sure that the amenities that you enjoy on the pickleball courts are like they are. Anything else?

Ms. Clark: I just wanted to go back to my question about when was the best time to resurface the courts. I think that if we could find out when that time was, that if October is the best time to resurface support, then within the budget, I think that's fine. But if for some reason July, which I can't imagine why July is a good time. Except for birthdays, July is not a good time for anything. I think that that's one of the concerns is that is what is the best time because it probably doesn't get as much use. But I would also be more concerned with the composition of the material that was being used in a hot summer month, the right time to do that? If that were the case, then I would like to see the Board revisit the possibility of moving the timetable up to resurfacing the courts to fit in with when is the best time to actually resurface them.

Mr. Mecsics: Bob was going to work on that and we'll have that to the environmental and all that stuff. There's one thing about use and nothing is on environmental and that's the important part. Anything else? While we have a question, we normally don't ask for questions, but do you want to do one more public comment? One public comment.

Marilyn Noffsinger, (Stone Creek Loop): I would just like to say, I'm sure you've run into this problem with other projects, but I know for a fact I've been involved with tennis for 50 years and pickleball for 15 or so. I know that there are limited number of companies that do this work. That whatever you decide, I just hope you decide quickly and get on their schedule because scheduling is an issue. They have a lot work to do, and as I said, there's a limited number. The quality of the coding that they put on is extremely important. The quality of the underlying in terms of being leveled, yes, I will say that I think everybody here is in agreement the two newer courts are not the same quality underneath that the first two courts were. But it's the top layer that we're talking about, resurfacing that is really important in terms of durability and quality of materials.

Mr. Mecsics: Thank you.

Ms. McKie: I have another thing.

Mr. Mecsics: Yes, ma'am.

Ms. McKie: The documentation I have for all four of the pickleball courts are the same company. I don't know who chose them or how the selection was made, but they're all the same company. Another thing, we keep using the word resurface, the vital light. Like it says, it has sand in it, there are different layers. But for example, where the bird baths are, that does not get rid of the bird baths, it camouflages them, so that you really can't see them and it offers a layer, but they will come back and, in these documents, it talks about cracks. Cracks will come back. We have to accept that, and it's not really surfacing, resurfacing, like you'd resurface a road where you'd take off a layer and then you'd put a new layer. It's putting more coats of paint on it so that it looks really good and the imperfections don't have as much of an impact for a period of time.

Mr. Mecsics: Anything else? Well, we normally do not have questions. But Calvin, you may make a statement. Because you are the leader of the pickleball. I understand that.

Calvin Eakins: I just wanted to say that I moved here on December 8th, 2015. I came over here to play tennis. Never heard of pickleball, so what does all that noise? I started playing pickleball. The courts were here in 2015. Just disappointed it says something else. I was here.

Ms. Clark: Say something, you're talking too.

Calvin Eakins: I'm just saying that because I know it because I was here that day. As concerning the tears with the netting, that's unfortunate that that happened. I can tell you that none of the Board members, none of the officers, we did not do that. That was individual pickleball players. They did that. We did not approve that, and we did pay \$600 for those repairs. Want you to know that as well. Thank you.

Mr. Mecsics: Thank you. Yes, sir. Where is the gentleman in the back? Come on up.

Jim Fitzgerald (4344 Ashton Club Drive): Hi, my name is Jim Fitzgerald. I live at 4344 Ashton Club Drive and I'm probably the newest one here. Eighteen months ago is when we actually figured out about Lake Ashton, how we figured that out was because we did a Google search as we were traveling the country, for two of the top number 1 and 2 sport activity. What we were specifically looking for was golf and pickleball, when we did that five years ago, Lake Ashton did not come up in the Google search. It did three

years ago, so that's how we ended up here. My only concern, Bob, you brought it up safety related. I'm an avid pickleball player. When we got here and I was playing in the morning, specifically on Courts 1 and 2, they would come through every morning, the landscape company and blow off the tennis courts and the pickleball courts. The reason for that, I'm assuming, because I see it now because they don't do it, is the landscape company is the one when they do their manicuring, they blow the stuff, sand, leaves, etc., onto the pickleball courts and tennis courts. For safety reasons, especially on the two courts where they in the afternoon practice for the men's team, there's always leaves and sand, which I do believe is a safety hazard, even though we wear court shoes, leaves and sand does not take care of that. If nothing else happens, I think if it was already done by the previous contract or landscape company or whatever, I think we should definitely look at getting that done each day so that safety-wise, that's something that's preventable and I think that's a pretty easy fix. Thank you.

Mr. Zelazny: Just to address that, Mary and James have it to do that. Let me just clarify on the comment that Yellowstone used to do it, you say now the new people don't do it. The new contractor isn't here every day, he comes twice a month, I think.

Ms. McKie: They are here every week for three days, basically.

Mr. Zelazny: So, maybe they are.

Ms. McKie: They are not here five days and neither was Yellowstone, they were not here on Fridays.

Mr. Zelazny: But if that's the case, then we can talk to the landscaping company for sure.

Mr. Zelazny: Okay. That was our old contract.

Mr. Mecsics: We'll take it we'll take a look at that. Okay. We've got a lot of comments. We're getting back into almost public comments, not discussions. Now, Larry?

Lawrence Judd (5221 Green Drive): I don't know what the paper work says, but we had two different companies that the CDD Board approved the two different sets of courts. So it wasn't the same company. I know because I got the bids from different companies and unfortunately the company that did the first set of courts had overpriced everything at that point. So the CDD approved and paid for the different company.

Mr. Mecsics: We will do so. Will make sure that we have the right date.

Lawrence Judd: All right. Thank you.

Mr. Mecsecs: Anymore comments? Les? Then we're going to move it on.

Les: Thank you. I'll be brief. I just want to summarize everything that I heard so we know how to move forward. As my friend from New Jersey says, "We'll take small victories. If that's what we can get." So, is the majority of the Board suggesting that we continue to darken your doors in an effort to get the money moved into this year planning for either a summer or an early fall installation? Is that what I'm hearing?

Mr. Zelazny: No, what you're hearing Les, is that, I will contact the company, find out when the best time to do it. I will ask them to come out and do an evaluation as to safety and serviceability. Then once we get that, I'll report back to the Board and if it's serviceable and safe, then, I do not believe the Board will take any action until the May time period when we do the budget assessment to find out if we have money left this year to move it forward or to do it first part of next year. Based on what Mary says, if they say it's the best time is summer, we will defer something else, get it done, put it in.

Les: Okay. So I just want to find out how much more you want to hear from us. You've got to be sick of hearing from us.

Mr. Mecsecs: You can see us any day you want.

Les: Just to be clear, you're talking about after getting an assessment, if in fact it's determined that it could be done or should be done, then you'll look at May in terms of moving the funding backward.

Mr. Zelazny: If it's a safety or serviceability issue, we can move it all the way up.

Les: All right. So if it's not?

Mr. Zelazny: If it's just the evaluation and the best time to do it is in the summer, then we can move it. Other than that we will just evaluate it in May to see if we can move it up from the October time period.

Les: Okay. So as it stands right now, assuming nothing happens, we're looking at October possibly to get it done?

Mr. Zelazny: It is in the budget to be done in October.

Les: You and I know if you say we're going to do it, we have to get bids, we have to get on the schedule.

Mr. Zelazny: Les, we've been through this on a number of projects. I think we understand that.

Les: But not everybody in here understands it, Bob. It's the same what you talked about the land. You purchased the land for courts 3 and 4. The developer donated the land for courts 1 and 2. When facts are thrown out, we just want to get them accurate, right?

Mr. Mecsecs: Yes.

Les: I'm just trying to clarify. I don't want to come back here and bother you again if it's fruitless.

Mr. Mecsecs: But you can come back and see any of us anytime you want that.

Les: That I understand. I understand that your doors are open. That's why you have office hours, but I'm only interested today in one issue and hopefully I'll get clarification. So right now it's in for October?

Mr. Mecsecs: It's in the budget for 2023 and that starts on October.

Les: Thank you.

Mr. Zelazny: Thank you, Les. But we will have a report out to you at the next Board meeting.

Mr. Mecsecs: Anything else? All right. Thank you, folks, for coming.

**D. Pet Parks** *(Requested by Supervisor Littlewood)*

***\*This item was taken out of order***

Ms. Littlewood: Jim, can I move the pet parks up because these people have been here all morning.

Mr. Mecsecs: Yes, we will move the Pet Parks up.

Ms. Littlewood: Take one pass it down.

Mr. Greenwood: Pet Parks, we've got that under 9D. Yes, so if you're on 113, correct we're on the section D. There was a letter received from Mary Huber.

Mary Huber (4569 Back Nine): The dog park of CDD-2 property has been neglected and required immediate maintenance. The ongoing neglect of these amenities has caused the group to become barren, leaving the terrain either rough or sandy, muddy and slippery. I request that the parks, which are an amenity promoted by Lake Ashton, to be restored to the condition that they were intended and better maintained in the future.

As a Lake Ashton homeowner, I'd ask the dog parks to be manicured and tended to with the same care shown as the rear entrance the HFC and the golf course. Requests landscaping and maintenance include but are not limited to weekly mowing in the spring and summer and bi-weekly in the fall and winter. Twice weekly watering performed by irrigation systems at 30 minutes each time. When grass areas are bare, they must be reseeded, sodded and quartered off until grass has taken root and is sustainable. Periodic raking to allow dog owners the ability to locate and pick up waste. I'd also request that when the parks are sprayed for weeds or pest, there be sign posted closing the park for 24 hours to keep the dogs safe. We also have two resident's requests forms. Carol, would you like to come first?

Carol Corley (1053 Sawgrass Drive): My name is Carol Corley. Thank you all for moving it up. Lake Ashton is a lovely place to live with many amenities, from our 36-hole golf course, to our swimming pools, exercise rooms, basketball court, racquetball court, card rooms, pool tables, libraries, pickleball courts, and tennis courts. That's a lot to maintain, and dog parks. Yes, dog parks are an amenity and a very important amenity for dog owners. Unfortunately, on the West, the dog parks seem to be the only amenity that are left in such poor condition. The dog parks are a place for dogs to socialize and play and people to socialize. They're only places in Lake Ashton where dogs can be off leash and not tied to a human. Unfortunately, the dog parks on the West have become a bit nasty. Winged foot, the better of the two, has deep muddy areas where you can bring a pretty clean white dog and take home a dog who has to go into the bathtub immediately. I have a 93-pound dog. I don't want to have to put that one in the bathtub. Overall, the weeds to give it a green appearance unfortunately, it is watered too often and cut too short for grass to thrive. Pebble Beach is much worse. The muddy areas are so bad that after I've taken my dog there, I walk her across the street on the clean golf course grass to hopefully get the mud off her feet before getting into the golf cart. It is my hope that the CDD-2 will put the dog parks back in the condition they were in when I moved here in 2017. Funds from the residents are used to support all the amenities. I am a resident. This is my favorite amenity and I and other dog owners like to use the parks 2-3 times a day. I would hope that those who use other amenities would support my need for a clean, safe dog park as much as I support their needs, like the pickleball people who were just

here. Lake Ashton is a first-class community, it's awesome, but the dog parks are not a first-class amenity. Thank you very much.

Mr. Greenwood: Next, we have Lori.

Lori: Good afternoon. I think, Carol just said it very well. I am one of the people that was in charge of putting together a petition of quote, so we could at least get some names down. We now have some idea of how many people we're dealing with. But we came up with 125 signatures and that was not campaigning, that was just putting the petitions down and having people who were using the parks to sign them. I, too, came to Lake Ashton. One of the things that sold me on this place were the dog parks. We drove by at four o'clock one afternoon on Pebble Beach and the place was filled with people and dogs and it was a selling point. It is now nothing but sand and dirt and we take our dogs home every day. We have two dogs. We have to wipe their feet off and my house still is full of sand. It is an amenity that was promoted when we moved here and we are begging you to get them back up to with the way when I moved here in 2020, they were absolutely beautiful. Now, it's nothing but dirt and all we're asking is for us to get it back to where they were, the way they were intended and from there, and we will help. Let us know what we need to do to help keep these dog parks nice and clean and keep our little friends happy. We're more than willing to help you, but we need guidance and right now we need maintenance, because they're a mess. Thank you very much.

Mr. Greenwood: I have a copy of the petition that was put together, so I'm going to get this over to Angie to just say, these are the people that signed up for this petition, and we can go on from there, just wanted that to be on the record though. I'm going to scan it and distribute them.

Mr. Mecsics: Do we have other comments? Okay, over to you Angie.

Ms. Littlewood: During the seven years that I have lived in Lake Ashton, the CDD Board has refurbished the HFC reception, refurbish the HFC media room, laid new floor in the HFC main room, purchased land for the new pickleball courts and parking, purchase two golf courses. During my first year on the Board, this Board has approved new landscaping, repair, and correcting installation of a bathroom on the golf course, the installation of two new cart path extensions, and it's now voted for a third, the purchase of new chairs for the HFC replacement floors in this book scores and racquetball courts,

and that's just all I can remember. Some of these improvements are in amenities that are used by just a few residents, such as the media room and the racquetball court, yet we have an amenity that is used by over 40 plus residents that has had no funds made available for improvement or replacement as far as I know in the last seven years. I've actually done some research and they have so, and it is not in the budget going forward. That amenity is the dog parks, the dog parks are not, as has been said to me, just somewhere where residents take their dogs to pee and poop, it might surprise this Board to know that some residents didn't buy into Lake Ashton because they had two golf courses. The dog parks were the swing factor that made them purchase here. Dog parks are an important amenity to Lake Ashton living and here is why. Dogs can run freely off the leash, the only place in Lake Ashton that they can be off the leash due to Polk County leash laws, they promote good physical health and socialization for the dogs. On one afternoon, there were in excess of 30 residents and 29 dogs at the Winged Foot Dog Park, they reinforce owner bonds, they provide a social environment for dog owners and they provide a safe area for off-leash training. In fact, the residents of Wing Foot Dog Park have formed their own club and have raised money in the past to try and help improve the park. One member told me that some residents have stopped using the dog parks because of the state that they are in, and maybe that's why we have residents that are exercising their dogs off-leash in other parts of the community. Residents have been asked by Board Supervisors why they care so much about the Dog Park because it's not like it's their backyard. They care because the neglect of the parks has caused weeds to fill in where there should be grass. Some of those weeds are because of overwatering, but some are not, some of those that are not have small flowers which turn into burrs. I know from experience how these burrs stick to a dog, they get in-between the pads on their paws causing them pain when they walk, they get in the fur around their mouth, and long hair dogs, they just get so knotted deep into their hair that they have to be cut out, and they could get it into their ears if not seen nearly enough, which is an extraordinary amount of cost for surgery. I've provided photos of the Dog Park on the east side as well as on the west, you will notice that there are no bad patches of ground on the East Park. Tables with shade umbrellas, chairs, and benches, as well as poop bags have all been provided and are maintained by CDD-1, CDD-2 has provided nothing for either of the dog

parks under their supervision, everything has been supplied by residents using the park, and now they must provide their own bags for the collection of dog poop. The Board has abdicated its responsibility for the dog parks and that needs to change, because to the residents that use them, they are as important to them as the golf course is to the golfers. I recommend that the following action needs to be taken, the turf needs replacing in all the bare areas as soon as possible, one park at a time. Because this could be a liability for the CDD if someone's slips on the mud when it becomes wet. Weeds need spraying to kill them off and turf laid in their place. Poop bags need to be provided by CDD-2, dog poop attracts other wildlife such as rats and mice, which we have in abundance in the neighborhood, and these rodents attract snakes, which we also have in abundance. It also contains bacteria which is harmful to other wildlife, it is a Board responsibility to provide the bags. Fences need checking for gaps and repairing to stop dogs escaping. The retaining wall around plants needs to be secured of Pebble Beach Park, the block pavers need attention at Wing Foot, they're coming loose and the concrete foundation is crumbling, the irrigation needs to be checked on a regular basis, discussion with the landscapers to see if they are cutting too often in the winter and if they are cutting too short and not to cut where there is no grass. Tables, and chairs, as well as shade umbrellas, should be supplied by the CDD. New rule notice is supplied showing consequences for aggressive dogs and who to contact with any issues, rules in all three dog parks, in my opinion, and I haven't discussed it with anybody on the other side, should all be the same as they are all used by residents, and the pet parks needs to be accounted for in the budget somewhere, going forward. One resident has approached me about donating to have the brick pavers under the tree from Winged Foot extended to provide more shade from the trees, I have spoken to this resident and told her what the quote is, and she is happy to go ahead with it if the Board approves. The area of concern, they've already put some pavers down where they have chairs, they have that area that would come from there, it would go around the tree and extend out where it's shade, and then come back and join this paved area again. The area under the tree, nothing will grow there, if you put turf down, nothing will grow there, there is a plant like a ground cover plant that you could put down, but my suggestion would be maybe to put stones down or mulch around that tree, under that tree. But something needs to be done because as you

can see from these photographs, they're just a mess. I've been to county dog parks, I went to one in Polk County and I've looked at photos online of different dog parks and they all have the same thing, they all have a walkway that goes away around the parks, almost all of them do, and on those walkways are benches where people sit while they're in the parks, those benches are secured for hurricanes. At the moment, the chairs and everything that are out in these parts should all have to be taken in during the hurricane. I can't remember where I've put it, but I looked through the folder for that in the last five years, there has been about \$5,000 given to the pet park. The pet park put up the other \$5,000 to have things all repaired and done. In five years, that's \$1,000 a year that these pet parks have had, and these are the amenities that people are on view and people look at and when they come around to buy a house, they're just a mess, so I'm trying to open to the Board for discussion, but we do need to do something in the meantime.

Mr. Mecsecs: Okay, a discussion?

Ms. McKie: Last spring, I got an estimate for putting in sod around the pavers, and that was through Yellowstone. In regards to the sprinklers. I have a proposal here from Prince & Sons, where they show that 20 maxi jets at Wing Foot are not functioning, or they're at least not spraying, and 15 on Pebble Beach. Last spring, I asked Yellowstone to do an inspection of Winged Foot because of all the weeds. He said it was too wet and he lowered the amount of irrigation. When Prince & Sons did their inspection, they found that someone and it was not a professional, had changed the irrigation to six days a week, 40 minutes a day. What you have to understand is both of those pet parks come from the road and they slope down. All of the water is going to go toward the fences and that's what happens. I go to Winged Foot about once a week and it is drying out. What Prince & Sons has done to change the watering to two days a week and I think it's 20 or 30 minutes is having an impact. Here's the proposal from Prince & Sons. I talked to Jason about it. I'll talk about irrigation more, but this is from their inspection and proposal. Now you'll see number 2 has Pebble Beach in parentheses. They've been doing so many emergency jobs for us that they have not had the time to take those 15 maxi jets out from Pebble Beach. Those maxi jets are \$2.15 which would take away \$32.25 from the price. I don't know how to take out the labor for those 15, but it's 20 maxi jets. The rotators aren't working, zones 4 and 5 are not working and they need to be traced to find and diagnose

them. Zone 9, half of the sprays come up. They weren't able to even figure all of that out. One rotor and the controller are not working. One rotor is broken. There is a lot and you're right. It hasn't been given appropriate attention. Last spring, I asked that the dog parks get their own line item in our budgeting, as well as pickleball, so that Supervisors and residents can look back and say, "Okay, we've spent this much money here now where is it fair to spend money?" Angie and I are in agreement on that. I don't know if you want to consider this proposal for Winged Foot. As you see, I penciled in the amount would be \$1,309.77, and it would probably be less after they remove the labor, but I do not know what that would be. As far as inspections, no irrigation in Lake Ashton has had regular inspections even though we paid for it for over a decade. I sent you guys all the information about that. So Prince & Sons gave us a contract proposal that I'll talk about in more detail, or we can talk about in more detail during irrigation. But it would inspect the dog parks once a month and it would inspect the HFC in the islands and the entry. As far as turf is concerned, I don't know what to tell you. I do know that both landscapers said that the weeds tend to thrive in wet conditions. There's always going to be some level of wet conditions because of the slope of the land. But if we can get some turf in there and not do other things and do turf that would be fine. But it's just going to take time and it's going to take work and it's going to take money.

Ms. Littlewood: I get all that. But weeds also thrive whether it's just bare land and in Winged Foot it's just bare land, there's nothing, apart from that right down at the bottom, and you're right it's very wet. But the thing is, those weeds all need killing off first and you have to be careful what you use in a dog park so they only killing off before we lay any turf.

Ms. McKie: Landscapers know how to do that. It would be a matter of hiring them and paying them to do the work correctly and in the best way possible. As far as turf, it is not going to be St. Augustine grass that is not appropriate, it would be the Bahia grass. I've had dog park people say, well, this should be an extension of my backyard. No it's not going to be an extension of the backyard because that's not appropriate for a dog park. It's not going to be St. Augustine. But I'm willing to ask the landscapers to do whatever the Board decides they wanted to do.

Ms. Littlewood: I've already spoken with the residents in there and told them that the best grass for the park is the Bahia grass, Bahia is a meadow grass. It dies off in the winter, even if the irrigation is broken, it will die off in the winter, it'd go brown, it won't disappear. It will just die brown, and as soon as it gets any water it comes back. The St. Augustine that we have in our yards is not really suitable for dogs anyway. It's a thirsty grass. It needs a lot of attention that shouldn't be in a dog park.

Mr. Zelazny: First, I don't disagree. I've looked at the pictures. I've walked through the dog park. But going forward, we all know that attention has to be done to it. I would have expected a presentation that tells me how much it's going to cost. I appreciate Colette's research. It's \$1,300 for the sprinkler system. If you put Bahia down, it's a \$100 for every 400 square feet. I would ask you how many square feet is there in Winged Foot or Pebble Beach and I'm guessing somewhere around 4000 square feet.

Ms. Littlewood: I can't talk to landscapers.

Mr. Zelazny: I don't think anyone on the Board is saying we shouldn't look at it to improve it. The question is, how do we bite off a little bit of that elephant to figure out how to get it done and what's the steps to do it?

Mr. Mecsecs: What he's getting at, and this is what I'm recommending, we come up with a rehabilitation plan for those parks. This stuff is wonderful, but a rehabilitation plan, funding strategy and phased in approach.

Ms. Clark: Sorry, Jim, I'm going to interrupt you now. I'd also like to ask that as part of that proposal that we also identify a long-term maintenance process because let's face it, we're talking about dogs. The dogs are going to go in there. I saw that some of the pictures had fences where things had been bought, stuff is going to happen, fences are going to be mistreated, dogs are going to dig holes. What's going to go on with that? Because I think that that is probably going to cost more money in the long-term than the amount of money it's going to take to bring them up to speed, and how do we handle maintaining that or keeping that up to a specific standard.

Mr. Zelazny: Colette had indicated that she wanted to put a line item in the budget for the pet parks to follow that.

Ms. McKie: Individually, we so that know how much money has been spent or is allocated for each park. I would be delighted to get the landscaping part of that information. That's fine.

Ms. Littlewood: I also want to add that the residents have actually put things in Pebble Beach. I got a phone call saying that the residents had gotten a fence in Pebble Beach. They've put a fence up in Pebble Beach and I said, we need to take it down because it's a safety issue. A resident had gone out and spend a \$100 on fencing because she spent money on seed to seed a bare area and put the fence around. I thought the fence was about two foot. It was nearly as tall as me. It was four foot. Nobody was going to trip over it. I did speak to Sarah about it and she said it's a legal thing if they put it up. I've spoken to the residents that have been seeing me and said, as a Board member, I don't mind if you want to improve these parks yourself, if you want to buy seed or you want to do whatever, as long as you come to me so that we can go through the Board and check it out and it's legal. It's not that these people are asking for a handout, they're prepared to, and they have, put money in. Half of the money that they were given at one point was for hurricane damage. Surely that should have been all CDD, should have been 50%.

Mr. Mecsics: Angie, I was the original dog park overseer. So I know more about it than probably a lot of folks who had just moved here. We had two groups that made their own money. In fact, a lot of those are name tags that you guys had, they sold them. It's a pet exercise pooping type of area. But we had an area for seed, we had ant killer. We had put all that stuff out there and the residents took care of that. I will tell you I would go down there and I was so proud. That's the stuff that we need. Now, back to what we need to do is this rehabilitation that we will all been discussing along with a funding plan and waste from the dog park folks. I'd like to see that volunteerism coming but building something on CDD property is not negotiable. You can't. If something comes up, I know all those groups out there and I see you nodding your head back there. They got the money for the pavers and the umbrella. They all did that. They maintained that. That's why I say we need to get back to that cooperation with them. But we need to do on the physical areas a rehabilitation plan. Get the stuff into a line-item budget as well as a maintenance one.

Ms. Littlewood: I would like to consider and approve the quote from this resident is prepared to pay for and get that done so that at least they've got a paved area where they can sit in the shade.

Ms. McKie: We don't know where that is.

Ms. Littlewood: It was attached. I just explained it. There's already a paved area down there that actually needs pressure washing. The residents have asked if they can do that. It will come from the area. It will come right around the tree and back to the area, so it will be a big circle.

Mr. Zelazny: Do you want a discussion on that?

Mr. Mecsecs: We are discussing right now.

Mr. Zelazny: I think we've all been pet park people except for Mary because she is new. Probably back two and a half years ago when Ronnie Thrower quit being the head of the Pet Park Association. It seems like the communications between the pet park residents or users and the Board completely collapsed. There was a power struggle at the Wing Foot Park. They disbanded and Ronnie then who was in charge of Pebble Beach tried to put them together to get it as another group so that we could move forward. I'll tell you, out of all the groups at in Lake Ashton, the pet park groups were probably the most active, the most involved, and the most committed. I remember Ronnie and her husband and her group, they were putting in grass, they were putting in water faucets, they were doing pavers. They were spearheading the whole operation and it worked out pretty well. I think right now unless I'm wrong, there is no organized club for the pet parks with a person in charge to bring the concerns to the Board so that we can address them. When that club disbanded, the Board lost the focus on it because somebody wasn't appearing every week beating on our doors saying, I need this or I want that or whatever. It's that persistence and commitment that gets things done unfortunately. If you have an elected representative when you come up here and you say, I'm Mary Smith and I want this at the Pet Park. If you say, I'm Mary Smith and I'm president of the Pet Park Co-op and I've got 125 users of the pet park that want this done. It carries a lot more weight to the Board. To Angie's point, we would encourage the group to improve the thing. You just can't do it by yourself. If you would have come up, she would have to check with James and Mary or whatever and said, okay, let's try that. But it has to be done and coordinated through

the Board because it's Board property. We are responsible. In addition to what we're going to do, I would encourage your 125 people to organize, set your priorities to what you want done in your pet parks. What is the most important thing to you? \$4,000 for pavers around a tree or \$2,000 to get the sprinkler systems work so your grass will grow?

Ms. Littlewood: But well, that \$4,000 is donated.

Mr. Zelazny: Well, when we talked about the donating or the pavers, we have seen a proliferation in the last five years of patio space in the pet parks. We did this three years ago. There was a cry from the residents that they want no more pavers, they need more grass for the dogs to run. I caution putting in more patio. I mean, if the guy is going to donate it, I guess it's not a big deal. If the pet park group thinks that it's worth to lose 30 square feet of grass to pavers. I don't have a dog in the fight. But it's important to have one voice speaking. The one guy who wants the pavers and is willing to donate it. The next person says, I don't want all under the shade where the dogs play to be pavers. I would ask, what does the 125 members of the pet use the facility want us to do in order of priority to fix it? We will attack it. I mean, the Board has addressed every issue that comes to the Board. I know some people don't think we go far enough, but we need to have an organization to be represented to the Board, to come to see Angie or to come see Colette speaking with one voice so we can move forward.

Mr. Mecsecs: There's no public comments on this. We're having a point of contact. I think, as Bob said, we need to get back to that what we had before. The folks, I can tell you ladies and gentlemen, you have more poop bags than you should have because I got another box. We have poop bags that sit here so there shouldn't be no shortage of poop bags and don't steal my poop bags. But the bottom line is that's what we look for. We're all together. We want to do these things and make sure you're happy out there. As I said before with Kennedy's speech, we need your help. it's easy to say that. Like somebody said to me well, if CDD pays for the poop bags, are they going to pay for my cat litter? No. But I mean, that's the thing. We want help from you guys. Again, I think my recommendation for the Board to consider is Angie, I'd like you to be the point of contact for that and for a rehabilitation plan to be brought up to us. Part of that consideration is what the residents have volunteered to pay for. Again, being a type of planning guy and I'm seeing many are watching me laughing, but I think we need to have some a plan for

those parks. It just doesn't have pavers all the stuff and the poor dogs don't have any place to run around. We need a plan to go through the line item, the budgeting, and the maintenance that all falls under that plan.

Ms. Littlewood: I do think we need new signs in there that actually give our contacts. If you look at them, it tells them who to contact if there's an issue or an emergency. The one thing that's missing from all three signs, the very first thing it says is that dogs under four months old are not permitted in the park because dogs are not vaccinated until they're four months old. That is missing off all the signs.

Mr. Mecsecs: That should be part of that plan then.

Mr. Zelazny: Unless they've taken them down, each pet park has a sealed bulletin Board right there that has the policy and the contacts. It has all that stuff in it or it used to. But the same thing we told the pickleball players. They want an information location. They have to purchase the bulletin board and keep it up. When the clubs were active, that bulletin Board was updated with contact information, with policy changes, with events. That's what the pet park group did. There's one at each park.

Ms. Littlewood: But if you look on the East Board, right at the bottom, it says contact and it gives you the number.

Mr. Mecsecs: Angie, what we're getting at, we need a plan. Quite frankly, with all due respect to these. I don't care what they do. I want ours to be our standard of Lake Ashton II. Part of that plan is, how do we rehabilitate with those things with that. Yes, ma'am?

Ms. McKie: When I had the dog parks at the Pebble Beach, there was a resident coordinator and a contact for that resident coordinator and we would post notices in the bulletin board area. As far as putting a plan together, put your plan together, let Jason know what you need from landscaping and I'll get it. I'll get the information.

Mr. Mecsecs: You've got another job there, Angie.

Ms. Littlewood: We're not discussing this donation. We want input from the residents to see if that's what they want. Is that right?

Mr. Zelazny: How long is that?

Ms. Littlewood: It doesn't say. They're usually 30 days only.

Mr. Zelazny: I would not be willing to move forward on the paver projects until I hear from the residents.

Ms. Littlewood: Makes sense.

Ms. McKie: I'm going to agree to that. What do you want to do about the irrigation? It is going to stay muddy until those heads are replaced and fixed.

Mr. Greenwood: Just to double-check, do we know if irrigation repairs are part of the Prince and Sons current contract?

Ms. McKie: By the hour.

Mr. Greenwood: By the hour.

Ms. McKie: By the hour. In this estimate, taking out the 15 maxi jets for the Pebble Beaches, \$1,309.77 to repair what they know and like they said, there are some things they couldn't get to.

Mr. Zelazny: James, let me ask you a question, on the timers at the pet parks, that's battery-driven or something and we had some issues with that for a number of years. Have those all been resolved?

James: Yeah. A few of them were changed. There's what we call a node timer that's underground in a hole. There are two nine-volt batteries each. I think someone checked them not that long ago again, but they have to be monitored and changed every so often or those sprinklers are never going to work.

Ms. McKie: On this, they do not show nodes on other estimates that they gave us and work that they've actually done, they replaced batteries. That would be a part of the monthly maintenance contract, that I gave to Jason and he sent to you guys.

Mr. Zelazny: I would make a motion that this is the first step because you can't do anything unless you get the irrigation in. I would make a motion that we support this portion of it to get it started.

Ms. Clark: I second.

Mr. Zelazny: Second. Any further discussion on that? All in favor?

Ms. Littlewood: I just want to say that I don't know whether they found it, but underneath that big oak tree that where it's all sandy, there is an irrigation head buried under there somewhere.

Ms. McKie: I don't know. Somebody buried it and they might as well look for it. I'm sure they will. They probably already know.

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Irrigation for the Dog Parks with Prince & Sons in the amount of \$1,309.77, was approved.

Mr. Mecsics: I'm going to ask the Board, if until we hear from the residents on that gracious offer that they received to pay for this, do we want to defer until we hear back? I would vote that we wait until they coordinate.

Mr. Zelazny: I would not vote to take any action on the pavers until such time as we hear from the people that use the facility. In the last three years, I have just as many complaints every time we put down a paver because it takes away from areas for the dogs to exercise.

Ms. Littlewood: This resident may have the information that you're looking for. I would like to ask that we allow her to speak.

Mr. Mecsics: Do we want to listen to one person?

Ms. Littlewood: We've listened to a gazillion Pickleball people.

Ms. McKie: I believe, aren't you the contact person for Wingfoot?

Mr. Mecsics: Are you the contact? All right, then please come up here or something.

Ms. McKie: She's the coordinator and keeps the treasury for Wingfoot.

Mr. Mecsics: Come on down. Please take your time.

Chris Burgess (5304 Hogan Lane): Thank you very much. I'm Chris Burgess and I live at 5304 Hogan Lane. I am what's called the co-director of Wingfoot Dog Park. My other person can't be here because she's ill, otherwise she would be. You mentioned the drama that was going on with Wingfoot. We've gone through two big series of that. When the last crew quit, my friend and I stepped forward to be refilling the poop bag dispensers and we started just keep going on with the park and doing what we could to make that better. We don't want to be a president, a vice president or whatever, but we do have a small treasury. No donations are coming in because people, we don't know what to do. I can tell you that it was the recommendation of all the people who use the Wingfoot Dog

Park, to put in this paver area where the dirt exists now, that nothing grows. That sod that was given to us, that was dead, never grew, but we need shade in the summertime in Wingfoot. Dramas before us had people that they had an idea, but that was mixed. So the best thing is, let's use the trees. So this whole big dirt area that is just nothing but just plain sand and dirt, could be paved. Then we're underneath the shade and there's still plenty of room for the dogs. This isn't going to be that big, but it came from all the people at Wingfoot. You don't really have to ask them. I'm one of their spokesperson, and I'm the one that was asking them. Actually it came from one of them, but I was spreading it around to the other people as I would be there.

Mr. Mecsecs: So you have a consensus from your group there and that's what they would like and you're willing to pay for that?

Chris Burgess: Yes, someone has come forward.

Mr. Mecsecs: I apologize.

Mr. Zelazny: I appreciate you sticking with it for all this time because when I was that park person, you were active at that time too. Thank you for your continued service.

Chris Burgess: But I've talked to you, I've talked to Colette and I've talked to Angie. If you want me to darken your doors every week, I can. I'm retired. I can do that. I wanted to ask you, are you people supposed to be supplying? Did I get this idea that you have poop bags that you provide?

Mr. Mecsecs: Mecsecs and Associates, my company, has given over eight thousand bags for that. We donated that in the hopes that, eventually your groups and like that would make some funding, so you self-take care of those things.

Chris Burgess: Well, since I have been there and as a co-director, I can tell you that, I'm sorry, we didn't use your firm, but I've been ordering it off Amazon.

Mr. Zelazny: Yeah. Well, Angie knows. The bags are here and there's more. Come over my house. So when you need more, that's the place they come to.

Chris Burgess: Okay. We need some. I was going to put in an order.

Mr. Mecsecs: But in light of what you were just telling us, as a cognizant authority within that park and that responsibility, I would make a motion to allow that to be funded and put in. Do I have a second?

Ms. Clark: I'll second it. Colette has questions.

Mr. Mecsics: Thank you. Now we have discussion.

Ms. McKie: Yes. Now we have discussion. I think if this goes it would be great. By the way, it says, deliver and install up to 449 square feet of thick pavers. One of my questions, are there already pavers there? We would need to be sure that they match the pavers that are there, otherwise, you're going to have all kinds of issues. Then, asterisk add \$25 per sprinkler that needs to be moved.

Chris Burgess: I would want them to move the sprinklers.

Ms. McKie: Well, yes.

Chris Burgess: Because you can't have them underneath.

Ms. McKie: We have a landscaping company that handles our sprinklers system and I'm concerned about having two different entities.

Mr. Zelazny: I think that once you get the plat for where the stuff is, then Prince and Sons should move them because we're replacing the heads and everything.

Ms. McKie: That will be separate than this.

Ms. Clark: These guys won't charge us \$25 for moving sprinkler heads if somebody else moves the heads.

Ms. McKie: Yeah. I would need to have the information to know more where this would go, maybe a diagram so they can see because we don't want the system to get screwed up because of the pavers. Prince and Sons really should probably do that work, but it will be charged for it. It's not free. Okay, I'm done.

Mr. Mecsics: Okay, so we have a second. We now have discussion. I'm going to ask for a vote, all in favor?

On MOTION by Mr. Mecsics, seconded by Ms. Clark, with all in favor, the Pet Park Pavers, were approved.

Mr. Mecsics: Okay. There are your pavers. We'll be looking for that plan.

Chris Burgess: Plan for the pavers or the parks?

Mr. Mecsics: Plan for the parks. Nice try. Should've been from New Jersey. Well, maybe you are from Jersey. I don't know, the other Jersey. What I'd like to ask right now is, Sarah is still on the line?

Mr. Greenwood: Yes, Sarah is still on the line.

Mr. Mecsecs: Sarah, I'd like to ask to move up your report because I know you're sitting there and we're paying for your time. Let's take a five-minute break.

*\*A 5-minute break was taken at this time*

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

*\*This item was taken out of order*

Mr. Mecsecs: Sarah, if you're still on, let's have your report because I know you've been sitting there listening all this time, we've been paying you all this time. Sarah, can you give us your report?

Ms. Sandy: Certainly. Actually, the only thing I have to report on, I know the Board at the last meeting asked for an update on the boundary amendment. I have drafted those documents and I will be getting in touch with Jane Carpenter to go through the process for that. Hopefully, those documents will go in front of the Lake Ashton Board at their next meeting, as well as our meeting. We have to see if it's better to put it in front of Boards individually or at our next joint meeting. That's the only item that I have to update the Board on unless there are any questions for me.

Mr. Mecsecs: Any questions? No, thank you, Sarah.

Ms. Littlewood: Happy New Year, Sarah.

Ms. Sandy: Thank you. You too.

Mr. Mecsecs: Okay. Let's go to landscaping update.

**C. Landscape & Irrigation Update (Requested by Supervisor McKie)**

**I. Aging Irrigation System**

**II. 6021 Pebble Beach Pond Erosion**

**III. Pinehurst Dead Shrubs in Pond**

**IV. Ravine Repair on CDD owned Ponds on Sawgrass**

**V. 7 Island & HFC Emergency Irrigation Repairs**

Ms. McKie: Most of this is going to be about our aging irrigation system and how we've had to improve it on an emergency basis over the last month or so and where we might want to go. First, I want to let you know and this is mostly just to tell you about Prince. There was a house on Pebble Beach that had pond erosion and it was going

toward their house where you could tell where the land was disappearing. Alan and I checked it once and then we checked it a couple of months later and Alan said that needs repair. He advised that it'd be done in house and I asked him, rather than trying to impose on James Margison about getting Prince to do it and they did it. They gave a verbal quote of \$375 and the building was actually \$250 for the work and Alan inspected it.

Mr. Zelazny: We're going to put that under landscape?

Ms. McKie: I don't know. It's in this current month's check run summary. I don't know where Mary put it.

Mr. Zelazny: Maybe it's under landscaping or under general fund.

Ms. McKie: It wasn't under landscaping. I'm not sure where that was. I did see the check came through on this check run summary. As we discussed, the dead shrubs in the pond are tabled. Number 4 was actually number 2, repeated erroneously on my part. Then we get to number 5, the 7 Island & HFC emergency irrigation repairs. I sent you guys two files showing what was done and an explanation of what was done in the last month and a half. I have to say, like I said in the explanation on these repairs, Prince & Sons, when they were contacted, they were here with teams in less than 24 hours. They were phenomenal. If anybody saw like I did with the 7 Islands, they couldn't plant the plants until they were fixed. I went by two to three times a day and some of those gentlemen were in the ground up to their hips because they had to dig under old piping in order to get to it, replace it and cut it?

Ms. Littlewood: Is it there in the system?

Ms. McKie: No. It's in the file I sent you guys that was with this contract.

Mr. Zelazny: Colette, is that the \$4,512 invoice? \$4,512 for irrigation?

Ms. McKie: I'd have to look and see. It was \$4,500.

Mr. Zelazny: That's it.

Ms. McKie: That was the 7 Islands. In the package is the irrigation proposal contract. What I like about this contract versus what we had previously with Yellowstone, it's a separate contract. They will give us a report every month. What I like about them is they itemize it, we can check off what has been done. The fact that the irrigation is separate from the landscaping, I think is a positive for us. You guys have looked at the contract and you can see what you want to do with it or not.

Ms. Littlewood: Can I ask you a question?

Mr. Mecsecs: Sure.

Ms. Littlewood: When we took these people on, you said it was going to save us what? \$7,000 a year or something like that. But now they seem to be every time we asked them to do something it seems to be an additional charge and now, we've got an additional charge for this. So are we saving any money on the year?

Ms. McKie: We were paying Yellowstone for a decade or more to do monthly inspections.

Ms. Littlewood: It's not what I asked.

Ms. McKie: As I explained in the file that I sent you. In the information that was handed off to me when I took this job, there was not one inspection. We had been paying for them in the \$170,000 that we had been paying Yellowstone. In the Prince's original contract, it has prices for inspection and repairs. This is something that James Margison recommended, that we get a monthly inspection. You're talking about the dog parks and the state of their irrigation if they were expected monthly, the batteries were kept up, the valves were taken care of, broken heads were repaired. We wouldn't have had to spend \$4,500 on an emergency repair and \$1,600 on HFC emergency repair.

Ms. Littlewood: Now my question was, how much did you say it was going to save as a year by having these two companies?

Ms. McKie: We're saving money by having the actual work done that we paid for rather than not having the work done that we paid for that.

Ms. Littlewood: Listen to my question.

Mr. Zelazny: Okay. Hold, I think I may answer your question. If you go to the paper on the budget, this month's budget, the budget paperwork, it shows that because of Colette's work, we're saving \$2,000 a month on landscaping contract. That's what the difference is. It's about \$24,000 a year, which when you go through the discussion paperwork on the budget, you'll see where that's going to be eaten up on something else. But anyway, you answered your question is in the budget, we're saving on paper, \$2,000 a month and then all of this is extra now to try. It really is required to play catch up because, unfortunately, we didn't know what we don't know. That's the unfortunate part.

If we can get it up to what the people say is the gold standard, it'll be a lot easier to maintain going forward.

Ms. Littlewood: But when we first discussed this and we got rid of Yellowstone and brought these people on, Colette gives us a breakdown and I couldn't find it that we would end up saving and I think it was about \$7,000 a year. You're saying now we're saving more than that.

Mr. Zelazny: Based on the budget printout. You can see what I wrote here, landscaping saves over \$2,000 a month in our landscaping contract based on the first four months of the year which is prorated outwards.

Mr. Mecsics: As Bob said, Angie, there was so much neglect by the prior contractor that they didn't do stuff for us. Now we're finding things that had been buried that they didn't even take care of.

Ms. Littlewood: To me it's an emergency thing and that was it. But now we've entered into a contract that's now this extra amount a year. If it were only saving \$7,000 a year, but now we're not saving that. That's where I was getting that.

Mr. Mecsics: Bob articulated that.

Mr. Greenwood: Just to add on that point with irrigation, it's one of those things that a complete replacement is never going to be advise, but it's one of those you patch and you fix as you go along. Prince and Sons, just on a management standpoint, Prince and Sons have been very good. I want to vouch, obviously I don't want that held over my head but they've been very good. With this contract, is it one of those that's all of the irrigation or is it just going to be certain points?

Ms. McKie: It's the inspection of the entry, the HFC and the Islands on a monthly basis.

Mr. Greenwood: Was that part of their current scope beforehand?

Ms. McKie: No. We only included repairs and that was by the hour. The reason why I was reticent to include irrigation in the landscaping contract, was because it had been in Yellowstone's and it was never done. We didn't know that we needed it until we started getting these emergency issues.

Ms. Littlewood: Are the Pet Park's irrigation going to be included in this as well?

Ms. McKie: Yes.

Mr. Zelazny: I think at that point, Jim, I think, we call it for a vote?

Mr. Mecsics: Yeah. Okay. Anything else? Okay. Colette?

Ms. McKie: Yes, sir.

Mr. Mecsics: Next part?

Mr. Zelazny: Are we trying to take action on that?

Mr. Mecsics: Yeah, did you need action on that one issue?

Ms. McKie: Yes. Bob was asking about the price, \$4,200 for the year, and it's specified in the contract.

Mr. Mecsics: Do we need a specific action?

Ms. McKie: I make a motion that we approve this monthly irrigation contract.

On MOTION by Ms. McKie, seconded by Mr. Zelazny, with all in favor, the Monthly Irrigation Contract with Prince & Sons, was approved.

Mr. Greenwood: With that, we will get that contract to District counsel because that would be a contract amendment adding is service, correct?

Ms. McKie: I would like to keep it separate, honestly, if we can. Because that's the trouble that we ran into with Yellowstone. I would like to keep it separate so that we know what we should be getting and it's very clear and not mashed in with everything else. Is that possible?

Mr. Greenwood: Sarah?

Ms. Sandy: I would probably advise against that. Only because if we do it as a contract amendment, then all the contract terms of our overarching contract will apply to this as well. So all the standards that we include in there, all the legal obligations will be applied to this as Jacob mentioned earlier. In that contract, we already have the amounts for the hourly amounts for the inspection and repair. That is already addressed. The only thing that is not addressed is that they would be doing this on a monthly basis for this amount.

Ms. McKie: I mean can you list the yearly amount for the irrigation so that we know what it is though, separate from the landscaping.

Mr. Mecsics: Yeah. That's an accounting thing.

Ms. McKie: Well, yeah. But if you don't ask, you might not get it.

Mr. Mecsecs: Jason, can you make sure that we have that separately broken down?

Mr. Greenwood: Sharyn can certainly get that taken care of that easily.

**VI. Financial Report Line Items for Pickleball & Each Dog Park**

Ms. McKie: The financial line items for pickleball and each dog park we already talked about, and that was taken care of.

**VII. Wetland Updates**

**a) PB Wetland Maintenance Begun**

Ms. McKie: Now we're at the wetland update. Bob, I'm going to go through this and you might have some input in regards to Pebble Beach, but this agenda was put together before Applied Aquatic started and finished the Pebble Beach first quarter maintenance.

**b) Aquatic Plant Management Agreements with Applied Aquatic Management, Inc.**

- i. North End Rattlesnake Lake 5457 to 5377 Hogan Way**
- ii. North End Rattlesnake Lake 4547 to 5433 Hogan Way**
- iii. Rattlesnake Lake**

Ms. McKie: It is complete, I believe, as of Wednesday. On the Hogan, Rattlesnake, three-foot trim, that is complete as of Wednesday, and that cost was \$10,818 paid by the residents. Their quarterly maintenance would be \$3,912. The quarterly maintenance for Pebble Beach Rattlesnake Lake is \$3,800.

Mr. Zelazny: That's an annual?

Ms. McKie: That's an annual amount. Those are both for one year.

Mr. Zelazny: It's performed quarterly.

Ms. McKie: Performed quarterly.

Mr. Zelazny: \$854 per quarter, correct?

Ms. McKie: Yes.

Ms. Littlewood: You said you've had a quote for Rattlesnake? Did you say you have a quote for Lake Hart?

Ms. McKie: There is no quote for Lake Hart.

Ms. Littlewood: So we're talking about Rattlesnake.

Ms. McKie: Yes, and I said, Jason's included that in the package, the Hogan Rattlesnake. We had talked about if the resident's paid for the three-foot trim, which two of them have, that the Board would consider and discuss about paying for the one-year of quarterly maintenance for each. That total is \$7,712. That would keep it at the level that they are now and also improve it as they could go. We need to decide if we're going to make that investment or we're going to, down the road, have more battles about three-foot trims with residents paying for it.

Mr. Mecsics: Well, I have to congratulate you on getting that stuff done, but from a financial standpoint, can we absorb those within our budgetary line items? I know that's a loaded question.

Ms. Clark: I have a question on the contract, where it says \$700 maintenance fee due quarterly, seven hundred times 4 is not \$4,900.

Mr. Mecsics: No, that's not right.

Ms. Clark: Because I was like, I swear it's \$2,800.

Ms. McKie: Which is it?

Ms. Clark: That's Pebble Beach.

Ms. McKie: That is a different contract. This is a contract for their spraying.

Ms. Clark: The math doesn't work regardless of the contract. This one on here which says the product management agreement it looks like the same thing.

Ms. McKie: I only saw this in the original. I didn't receive it and I didn't do the math.

Ms. Sandy: Board, we actually have a contract with them that our office drafted. The annual total overall is \$35,560. Within that, it includes a monthly amount for service on 15 CDD ponds and 23 golf course ponds and then \$700 quarterly service for Rattlesnake Lake. That's within the current agreement that we have with Applied Aquatic.

Ms. McKie: This is a yearly continuation of a long-term contract, correct?

Ms. Sandy: That would be my understanding unless there's additional services that are being proposed.

Ms. Clark: Sarah, this is Mary. My question to you is that, does that contract, that \$35,000 contract and 16 ponds? Would that, by any chance, happened to include the

Pinehurst pond that the couple is concerned with, with the dead branches and stuff in it? Would that be one of the 16 ponds?

Ms. McKie: Yes, but they just spray them. Applied Aquatic is not going to take out those dead branches. That is not a part of this contract. This contract is to spray, if you've seen them in their trucks and they go around and they spray and also, they spray in the middle of Rattlesnake Lake. That's what these contracts are for.

Ms. Clark: Thank you.

Mr. Mecsics: Angie, you have something?

Ms. Littlewood: Just a little confused. Just run by those, because I haven't got those figures in front of me. Is there any mention of Lake Hart there, individual? You said something that you got individual money and we're going to consider those.

Ms. McKie: Okay, let's talk about Lake Heart. There was a meeting on January 17th in one of the resident coordinator's driveway. They asked questions, Applied Aquatic answer them and Applied Aquatic will set a date for the estimates. There has been no money collected from Hart Lake. There are no estimates that have been done for Hart Lake. They went from 8 to 12 and now they're 15 who will get estimates but we have no idea if they will accept them and very few of the houses are contiguous. The houses on Pebble Beach, Rattlesnake were contiguous and the houses on Hogan Rattlesnake are all contiguous so it's a whole different setup for Heart Lake.

Ms. Littlewood: Rob, the resident who's coordinating it all. He actually sent out to everybody who was in the meeting and there was a plant map. When I looked at that plant map on the Hogan Lane side, there's about three houses that I know won't pay. So there is a chance that we could have all that done if the others will pay for it but I thought at the last meeting that you were going to be going away and speaking to Applied Aquatics and saying, if this was all cleared, how much would the maintenance be so that we could all consider it at the Board and then we could all move forward but that's not what's happened.

Ms. McKie: That's right. I mean, this is what residents have requested to be done and I can ask Archie to do that but that's not what the residents have shown that they were interested in.

Ms. Littlewood: At the last meeting, it was Mary that said it and she said might I make a suggestion that we do some study of what the overall costs would be to maintain the foliage around these lakes to maintain. Because to be honest with you, just to approve \$3,000 for this tract with a potential of not knowing what this tract is. Then it was agreed that you would go home and do some further study about how much it would cost to maintain it if it was all cut down. Which was what I think the residents were expecting so that then they could make an informed decision as to whether the Board would be prepared to go ahead with it if they paid.

Ms. Sandy: Well, that's exactly what happened with Rattlesnake Hogan. All I can tell you, I can ask Archie to do that but Hart Lake is so far behind the other two and so different in their situation and the plants and the conditions that it is going to be much different than the other two. For Hogan, Rattlesnake, and Pebble Beach Rattlesnake, for their maintenance contract, we need to figure out what to do because we can't wait for, they might lapse, the estimates for the maintenance might lapse before Hart Lake is estimated.

Ms. Littlewood: Again, that's not why I thought it was going to be happening. I thought you were going back to get quotes.

Mr. Mecsics: We have those two areas people have already put money forth with the good faith that we said we'd been look at it and at where that leads. For the folks for Hart Lake, we asked them to do the same thing.

Ms. Littlewood: As I said, when I looked to the plat map, I'm happy to do what Bob did and for the Hogan side of Rattlesnake to act as the liaison and see if we can get everybody to pay for the whole lot.

Mr. Mecsics: You can act as a liaison but again I have to remind all of you, when it comes to that point, you'll have to recuse yourself.

Ms. McKie: We have a liaison and that's Mr. Olivero and he's done a great job.

Mr. Mecsics: We might want to talk to Mr. Olivero.

Ms. Littlewood: He is working for the whole of us. I just want us to concentrate on this part of Hogan. Like you concentrated on that part of Pebble Beach and let him then finish off dealing with Green.

Mr. Mecsics: What I'm afraid of is if we start partitioning it even more, it's going to get a little more complicated.

Ms. McKie: It is too many estimates. I mean, things are moving along and at the end of the meeting, the consensus of the people who were there were saying, if we do this, maybe the rest of the people will jump into.

Mr. Mecsics: Well, with those other folks, then I would recommend you get Mr. Olivero to have contact with these guys over here and then see.

Ms. McKie: He's contacting all of them. He's communicating with all of Hogan and all of Green. I mean, not the color, all of Green.

Mr. Zelazny: Yes, got it. I think, part of the issues and I think the questions going back and forth are about maintenance versus sustaining and it looks like from both contracts for Pebble Beach Rattlesnake, and Hogan Rattlesnake, it looks like a little bit less than 50% of the original cleanup because I think it was like \$10,000, they did to clean up Hogan.

Ms. McKie: Almost \$11,000.

Mr. Zelazny: Yeah, for those homes but then the sustainability is like \$4,000 so it's a little bit less than 50%. Same thing with Pebble Beach, it was \$6,800 now it's \$3,600.

Ms. McKie: Right.

Mr. Zelazny: I mean for a ballpark figure, when you look at what the cost of the community it would be and I don't know what Hart Lakes original estimate would be.

Ms. McKie: \$17,000.

Mr. Zelazny: The sustaining would be about 50% of that in terms of budgeting.

Ms. McKie: My focus here and I'm reticent to let that go, is that we said that once residents paid for the three-foot trim, we would consider whether to pay for the one-year of quarterly maintenance. If we do not do that, my sense is we will get back into the same battles that we've had for the last six years about residents paying or the CDD paying.

Mr. Mecsics: I think in this case, we've had Pebble Beach take the lead. I think in all good faith our Board, we made them think that we would consider that. I think we need to do that. So, am I looking for a motion for at least those two places?

Ms. Sandy: Sure. I move that we approve a one-year maintenance for Pebble Beach Rattlesnake and Hogan Rattlesnake, done quarterly for \$7,712.

Ms. Clark: Well, I'm just looking at the numbers. What we have in our packet is a contract aquatic plan management agreement. In the agreement, it says and it talks about Rattlesnake located at Lake Ashton CDD-2, Lake Wales, "Services shall consist of quarterly inspections and/or treatments as needed to maintain control of noxious growth." What it includes, what it doesn't include, and it starts 02/01/22 through 03/31/23. It says the maintenance fee is \$700 due quarterly times 4 for a total of \$4,900. Well, \$700 times 4 is not \$4,900.

Mr. Zelazny: This is not for the buffer. I agree with you on the numbers, but this is for the lake. This was to treat the lake like how we treat the ponds for algae, we treat the big lake.

Ms. Clark: This is an addition to \$35,000?

Mr. Zelazny: No, this is what we pay Applied Aquatic to maintain the ponds.

Ms. McKie: They've been doing it for years.

Mr. Zelazny: This is just, I think, a replacement contract. Go ahead, Sarah.

Ms. Sandy: The contract we currently have one more term, so it actually covers that proposal that's in your agenda, that third proposal from Applied Aquatic for this next year. You are right, Mary, the 700 times 4 is correct in the agreement that we have, versus the proposal you have in front of you.

Ms. Clark: But this \$7,712 that's on the floor now is in addition to the \$35,000, correct?

Mr. Mecsics: It's correct.

Ms. McKie: It's a separate job.

Ms. Clark: We have budgeted money for this?

Mr. Zelazny: It's not an approved budget line item, that's why we're looking at it. When we get to the budget, you can see that there is available money to do that.

Ms. Clark: But it would have to be included in the budget moving forward.

Ms. McKie: We have never done this before.

Mr. Greenwood: Right. I think just adding to that, Bob, typically when the budget is in process you would start exercising this probably in your May meeting and then you're either going to do adopting their proposed budget in June, July. It wasn't part of this

budgeting process, if I'm understanding the history, it wasn't thought through thoroughly as needing to be done.

Mr. Zelazny: It was a work in progress, which is difficult.

Mr. Greenwood: Now it's becoming a real issue. You see this in other communities because these nuisance, invasive plant vegetation always come back.

Mr. Zelazny: For monetary purposes, the contract on Pebble Beach, if we do it by budget year, we would have three payments of \$850. We had one in January, then we would have one in May, then we would have one again in August. We would only have three payments. The Hogan Rattlesnake Lake, they did it this month, so they have to do it in May, so they would have two. Theirs would only be two payments of whatever it is. We have three payments because we started earlier. That's for budget purposes. Impact on the budget is probably \$5,000 versus the \$7,000.

Mr. Mecsecs: We do have funds that will cover that? To Mary's point, do we have the funds within or not necessarily within that budget line item, but do we have funds within our discretionary funds?

Mr. Zelazny: Correct, we do.

Mr. Mecsecs: Alright. We've had a second. We've only got three people.

Ms. Littlewood: Can I too vote on it?

Mr. Zelazny: No.

Ms. Littlewood: I can't vote on Hart Lake, but I can vote on Rattlesnake.

Mr. Zelazny: Well, you have to check with Sarah, but anytime we're talking about a policy on payment across the Board, I think we had to not vote.

Mr. Mecsecs: Yeah, that's what Mike said. Yes. Sarah?

Mr. Zelazny: That's Sarah's call.

Ms. Sandy: I'm sorry, can you repeat the question? It was a little hard to hear.

Mr. Mecsecs: We're voting on this contract. Bob is directly involved, so he had to recuse himself. When we last did this, Mike was involved and he said, "Anyone that had any kind of involvement as far as this with the lakes, they had to recuse themselves." Angie said, can she be included because it's not necessarily her specific area, correct?

Ms. Littlewood: That's right. I think I voted last time on Rattlesnake. I just couldn't vote on Lake Hart.

Ms. Sandy: That's right. It was based on the area that we were discussing.

Ms. Littlewood: But if I recuse myself, you have a quorum, right?

Mr. Mecsics: Yeah. We've got three. Let me amend my motion to split it out that way so you can vote. The motion would be to fund the Pebble Beach maintenance for the yearly plan. Do I have a second on it? Then we can talk about the Rattlesnake Lake.

Ms. McKie: Second.

Mr. Mecsics: All right. Any further discussion?

Unidentified Resident: Can I make a statement before you vote?

Mr. Mecsics: No.

Unidentified Resident: We've always said, prior Board meetings and everything else, that we would not do that for specific areas unless it was for the whole community. Besides you're the precedent that you're changing that and it is not only going to apply to this but to anything else we are going to do from now on. That's all that I want to say.

Mr. Zelazny: I think, Stan, our discussion from last time was that, are we going to change the position of the Board that says, "If the residents pay this, the Board will sustain it?" That's what it was at the last meeting. That's why I thought our vote was, is the Board policy going to change? In that case, then that's why I was suggesting that Angie has to recuse herself.

Mr. Mecsics: It's a change.

Unidentified Resident: I just had the question because nobody's talked about that.

Mr. Mecsics: No, it was talked about in our last meeting. It was talked about when we had our first meeting there, Stan.

Ms. McKie: We beat it to death at the last meeting.

Mr. Mecsics: We have that. Sarah, so you're saying that Angie can vote on the Rattlesnake Lake, is that correct?

Mr. Zelazny: I don't think so because it affects her.

Mr. Mecsics: Does it affect you at all?

Mr. Zelazny: Yeah, because once the Board sets the policy that we're going to maintain.

Mr. Mecsecs: Okay, Sarah. The question we have from one of our Board members is that, that vote changes that policy. If you're affected by a policy, do you have to recuse yourself?

Ms. Sandy: We're voting specifically on Rattlesnake Lake right, or are we going to take a step back and vote on the policy as a whole?

Mr. Mecsecs: Well, we have both the Rattlesnake Lake and Pebble Beach.

Ms. Sandy: The issue at hand is whether or not the Board considers this to be a benefit to everyone overall or a benefit specifically to only those in that area. If we are making the determination that it is a benefit overall to everyone to continue that maintenance on an annual basis, then it's no longer a special benefit to those living in that area. If that is the new policy of the Board in order to take on the annual maintenance that this is an overall benefit to the community, then it's no longer an issue of a conflict. Previously, we had been considering looking at this as only benefiting those residents in that area.

Mr. Mecsecs: Well, the precedence that's being changed was before as Stan had pointed out, was that before we did not consider any of that. In this case where we talked about it and it was spoken before, and that length was for these specific areas, not across the Board, but it does set a precedent as far as policy is concerned. We will consider it but it is not a guarantee.

Mr. Greenwood: I just wanted to chime in here. I just got an email from Sarah. On page 108. You're saying that this proposal that's in the agenda is already included in the actual service agreement or should be is that what your question was there, Sarah? It should be already?

Ms. Sandy: Not what they're discussing now. What we're discussing now is adding additional, the one that I mentioned in the agenda pages. I think starting on 108, that I mentioned earlier, is already covered in our current agreement with Applied Aquatic.

Mr. Mecsecs: Let's say that the efficacy that we're trying to talk about right now is we have the possibility of recusal by one or two of our Board members, we are going to vote on two specific areas. I know Bob is involved with one area, Angie is not. Although again, if we go back to the precedent of the concept that yes, we're opening it up, does that in and of itself recuse her?

Ms. Sandy: I don't think that there is a direct conflict. There is not a specific benefit to her individually. I think by taking them individually.

Ms. Littlewood: I'll just make a suggestion that makes it easier. We're constantly told that the land behind all the properties is owned by the CDD. In fact, the letter that Colette sent to Rob actually said that, we will be sending out email blasts and notifications telling people where they can get in and get out. That makes it a benefit to everybody. So there's not just individuals, so you should be able to vote, I should be able to vote. It's a benefit for everybody.

Mr. Mecsecs: I disagree on that. These are specific areas, and Mike Eckert pointed that out.

Ms. Sandy: As the Chairman just said this isn't a guarantee. I don't think it's an absolute change in policy it on a case-by-case basis. I think we should stick with the prior approach that we had where the Board member living in that area should recuse themselves.

Mr. Mecsecs: Okay. In that case and we go for the motion to fund the maintenance for the Pebble Beach and Bob will recuse himself. I have a motion on the floor. Do we have a second on that to vote?

Ms. McKie: I second.

Mr. Mecsecs: Do we have any further discussion on that?

Ms. Clark: Yes.

Mr. Mecsecs: Yes, Mary.

Ms. Clark: Last meeting, my request was to have documentation on how much it would cost to do both Rattlesnake Lake and Hart Lake so that we were making a decision knowing how much it was going to cost to do it all. Since we don't have that information, I'm going to vote no.

Ms. McKie: You have every right to vote however you want. I can tell you, if we do not institute this Hogan Rattlesnake maintenance contract, by the time we get around to Hart Lake, this will expire.

Ms. Clark: I'm not going to be strong armed into making a vote.

Ms. McKie: I'm just telling you.

Ms. Clark: That's great.

Mr. Mecsics: Anymore discussion on it? I'm going to call for a vote. All in favor for funding that, signify by saying I.

*\*Mr. Zelazny and Ms. Littlewood did not participate in the Rattlesnake Lake vote.*

On MOTION by Ms. McKie, seconded by Mr. Mecsics, with two in favor and Ms. Clark opposed, the Rattlesnake Lake Maintenance, failed 2-1.

Mr. Mecsics: It fails. I would assume we do the same thing for the other one, actually we didn't approve that one, so we can't.

Ms. McKie: I'm not going to even bother in regards to Hart Lake, because these two will have expired. You've already paid \$800. So that's down the tubes. That's the way it is. But we're going to have this battle every year about the 3-foot trim.

Mr. Mecsics: The people on Winchester and crew, have already paid their money and they are good for how much longer? They did the first quarter, right?

Ms. McKie: No. They've had the three-foot trim period for almost \$11,000. None of the maintenance is being approved by this Board. Then it's irrelevant for Hart Lake.

Ms. Littlewood: I disagree.

Ms. McKie: You can disagree all you want.

Ms. Littlewood: Can you please stop dismissing me. I'm sick of you dismissing me in these meetings. I either get well, that's your opinion or you can disagree all you want. I have an opinion, and I'd like to be civil. I disagree with what you're saying. We'll get the quote. I'll speak with Robin, we'll see what we can do with at least Hogan side of Lake Hart where there's a possibility of it being a whole thing. Then you can get the quote. You were asked to get the quotes so that we could vote on it and you didn't.

Ms. McKie: I've been working on getting the quotes.

Ms. Littlewood: Which you didn't ask Archie to give the quote for Lake Hart.

Mr. Mecsics: Again, my recommendation is to continue on please, with the Lake Hart. If we can get that done before the next meeting and talk to Archie and see if he'll accept that payment for that, can we do that?

Mr. Zelazny: Can I get a point of clarification? Our vote was it to take care of Rattlesnake Lake or it was just to take care of Pebble Beach on Rattlesnake Lake?

Mr. Mecsics: The vote would have been on just Pebble Beach because I think that's what Colette is just trying to say and I'm not putting words into your mouth. Cheryl Winchester and their people have paid \$10,000-\$11,000 to clean their area up. If they don't execute their maintenance contract by a certain date, then the cost will go up. I think that's the question. I don't know what the cutoff is on that, but do we do we put it down and then have the maintenance rate go up or just vote on.

Mr. Mecsics: Just a second. Mine was a question. How much is the maintenance for the Winchester operation? Per month or per a quarter?

Ms. McKie: For Hogan Rattlesnake it's \$3,912 for the year and quarterly maintenance. Mary is figuring it out.

Mr. Zelazny: So, the notion that was \$7,000 or whatever actually covered both parts Rattlesnake basically.

Ms. Littlewood: I'm not dismissing it. I'm just dismissing it until we have all the quotes in like was asked so that we can make an informed vote. If you go back to Cheryl and explain, I'm sure they'll pay the first quarter.

Ms. McKie: I am being told that I have not been doing my job. Cheryl Winchester, they were told they would be getting the estimate in December, and the work done in January. Hart Lake was told they would be getting the estimate in February, and the work hopefully being done in March. That's out of my hands. It's not that I did not do my job, the vendor actually has other clients to work with. That is the way it is.

Mr. Mecsics: Bob paid for their first quarter, correct? How much would it be for the first quarter, for the Winchester crew?

Ms. McKie: Like I said, I didn't bring the contracts because I thought I could get them in this.

Mr. Mecsics: I'm concerned that we lose the costing on that bid. But again, we have it. If we said to them or one of us said to them, I'll give you the money to do that first quarter. Then that would extend them out to when we can have our next meeting to deal with that.

Ms. McKie: That's exactly what Bob did and it worked.

Ms. Clark: I would recommend that we go back to Applied Aquatic, because they have a letter here to us that said that they appreciate us and that we're loyal clients and

customers and that they're waving a 3% increase for the coming year. I would ask that we go back to Applied Aquatics and explain to them the situation that we're looking for quotes that would include Rattlesnake Lake as well as Hart lake, and say we apologize for the miscommunication earlier or the inconvenience and ask them to revise their information to include those two areas and see what that dollar figure is. Rather than setting another precedence of having people pulling money out of their pockets to pay for something that the Board may or may not choose to approve later on.

Mr. Mecsics: Colette?

Ms. McKie: They have their schedules, they are very busy, and this is what they have said they would be able to do as far as doing the estimates and the work. From the very beginning for Hart Lake, the estimate would be in February, the work would be in March. They have stuck to those except they ended up doing the work way earlier for both the trims and the maintenance. I asked them for estimates and the work schedules as quickly as possible. This is what their schedule allows them to do with the work they already have scheduled for other clients.

Mr. Mecsics: Okay. What I'm trying to get at here is Bob's area is covered because you've already paid for the first quarter. The one that is hanging out there is the first quarter for these guys. Let's talk to Archie and see if he'll help us out. Then we can get the other ones in there to meet that time frame for February, because our next Board meeting will be after the 3rd of February. If he doesn't, I will cover that first quarter, because we got to get on with this thing. His quarter's covered, the Winchesters will be covered. That gives us this time for February that we can do the additional stuff and go with that one. Is that suitable for folks?

Ms. McKie: I agree.

Mr. Mecsics: We're running into time and we're running into situations here. Again, I understand everybody and what they're saying. What I don't want is Applied Aquatic coming back and saying, well, we're not going to play and we've already passed, and I don't want to lose that, if that takes me for me to put in some money from my pocket, I'll do that. We will put this and finish up for the February meeting. Put it on the agenda. What else do we got? Is that all of your stuff, Colette?

Ms. McKie: Correct.

**E. Providing Contacts of Vendors** *(Requested by Supervisor Littlewood)*

Mr. Mecsics: Providing contacts of vendors requested by a Supervisor, Littlewood.

Ms. Littlewood: I actually didn't know I'd put this on the agenda, but thank you, Jason. Back in October I took over the responsibility for the pet parks. I said at that meeting that I would need to be able to speak to the landscapers as 90% of the issues were landscaping. That was met with resistance from Supervisor McKie, whose responsibility is general landscaping. Why? She didn't think it was a good idea because it would confuse them. We ran and owned a property management company for 12 years and managed 60 single-family, short-term rental homes. I had to deal with 120 owners, two per home, hundreds of guests, landscapers, housekeepers, hotel inspectors, tax inspectors, etc., for three counties. Not once did I get confused, so if speaking to just two different Supervisors confuses their representatives then I am not sure they have the right people in that position. I would also make a guess that they will be offended knowing that our Board of Supervisors thinks so little of them. At that meeting, I turned to Jim Mecsics and asked him to decide the issue. He declined, saying he would give an answer at the November meeting and he didn't.

Mr. Mecsics: I did. Incorrect.

Ms. Littlewood: Excuse me.

Mr. Mecsics: I said no.

Ms. Littlewood: I spoke with legal and Sarah confirmed that providing I don't make any changes to the contracts or authorize any work that will cost the Board more than we already pay without bringing it to the Board for approval, there is no legal reason why I'm not able to speak to them. After that conversation, I emailed the community director's contact information for the representative for the landscapers. It took a while for her to respond. The response was, "I read your request for information. I have been instructed to forward any questions one Supervisor has in regard to another Supervisor's area of responsibility to Jason, he will respond." I don't know why that she felt that she had to ask permission, presumably from another Supervisor to give a Board member any information. By the time I received the reply, I had already spoken with Jason and told him that I'd been in contact with Sarah and what she had said. I asked him to speak with her to confirm what she had told me and explained exactly why I wanted to be able to

speaking with the landscaping company. After a few weeks, he finally responded saying it'd been added to the agenda for discussion and clarification and still did not give out the information. This is ridiculous. I feel like a child asking permission from my parents for something, not a Supervisor on a Board of supposedly individual people that should be working together. Let me state for the record, I have no intentions of changing anything in the contracts of the landscapers, I have no intention of changing anything that has already been authorized regarding landscaping in other areas. I have no intention of asking them to do any extra work that would cost the Board any extra money without getting Board approval. What's the problem here? I would like to be able to ask their representative advice over the phone or for them to come out and visit the pet park with me to address the issues. If they feel that that's what's needed to do, then if necessary, bring back to the Board anything that needs Board approval or deal with the issue if it does not. I would've liked to have been able to speak with them about the spraying the weeds and discussing with them the type of weed killer they would be using. It's a violation of Sunshine Laws if I let Colette know of an issue and she comes back to me to let me know what action has been taken, even going through the District Manager. Without knowing the outcome of an issue reported to me, it makes me look to the residents and makes me feel that I am just a token Supervisor without any authority to make any decisions. While the issues here are mainly landscaping, I feel it should be treated separately from general landscaping. I followed the steps to try and be a team player. However, correct me if I'm wrong, but isn't this information supposed to be public knowledge, and any resident, let alone a Supervisor, could contact the contractors directly if they so wish. I think it's time for members of this Board to stop acting as individuals and start doing what we were elected to do. That is working together for the best interests of the residents of this community. My question is, I would like to speak to landscapers, you didn't address the issue.

Mr. Mecsics: Yes, I did.

Ms. Littlewood: You addressed it after the Board meeting.

Mr. Mecsics: You turned around when we were just finished up, you look at me and said what is your answer? I said, no. Angie, let's get it clear.

Ms. Littlewood: Excuse me, stop interrupting me.

Mr. Mecsecs: No.

Ms. Littlewood: I thought that was when the meeting was finished and done. I thought you were saying no, we can't discuss it now.

Mr. Mecsecs: What you're asking, because I've also talked to Sarah about it whether you can contact a contractor and yes you can. However, you cannot give them directions, which would incur any spending of money or changing of the contract. That's why we have POCs for our contracts.

Ms. Littlewood: That's not what I want to do. I don't want to change anything. I've just stated that I want to be able to walk with them and say, hey, look, this is all, what do you think we can do with this? I want to be able to have some input over an area that I'm responsible for just the same as Colette does, just the same as Bob does, just the same as Mary, and just the same as you do. I don't come in and interfere with anybody else's business. If I need to speak to Mary I can speak to Mary, that I don't have to come through you to speak to Mary. I don't have to come through you to speak to Ron if I need some information, like all this that I have been doing. Why do I have to do that? Why can't I just go speak to the landscapers myself?

Mr. Mecsecs: You can speak to the landscapers.

Ms. Littlewood: Okay.

Mr. Mecsecs: But you can't tell them what to do.

Ms. Littlewood: No. I can't make any changes to the contract or incur any expenses.

Mr. Mecsecs: We gave you a job here just a little while ago to come up with a plan for the dog parks to do that. In your operations, you can ask questions of the landscapers. But when it comes to being or giving them direction, that stays with the POC for that contract.

Ms. Littlewood: I wasn't even allowed to have the information to contact the representative to do that.

Mr. Mecsecs: Well, what we're saying is if you have a question on that, you can do that. But if there's a question that has anything to do with the contract or spending of funds or change of contract for additional work, you work through Jason, who then coordinates with Colette.

Ms. Littlewood: Did you just listen to me put on the record that I don't want to do any of that? All I want is the ability to speak to the landscapers, ask them maybe to meet me at the pet park and go through some issues and see what we can do so that I can report back to the residents.

Ms. Clark: I have a question. Is she able to meet with respect to the plan that we've asked her to do? Is Supervisor Littlewood able to meet with the landscapers and get a quote for work? Or would that be the responsibility of Colette.

Mr. Mecsics: That would be Colette's responsibility.

Ms. Littlewood: Why?

Ms. Clark: I think that's handcuffing. I don't know how she can do her work if she's not able to at least get a quote. Not to be able to say put the work through or not to be able to say, go ahead and do it, but to just to be able to talk with landscapers, because that's who you need to talk to in this particular instant to find out how much the work would cost or what it would entail to do so and then share that information back with the Supervisor who's responsible for it. I think that that's a perfectly legitimate request. If it's a situation where that's not allowed, then I would think that Pet Park should fall up under landscaping because then the person who's in charge has direct access and direct ability to talk with the individual who's necessary.

Mr. Mecsics: Colette, do you have anything to say?

Ms. McKie: From what I understand in the past, the Pet Parks and landscaping were together.

Mr. Mecsics: Correct.

Ms. McKie: Thus, that confusion was avoided. In talking to Prince and Sons, they have similar agreements with other clients where if other people talk to them or talk to them about jobs, they refer them to the person responsible. I don't have a good answer. I really could see it becoming very confusing. If I'm in charge of landscaping, and I don't know what's going on in landscaping, in regards to budgeting or making proposals or anything else.

Ms. Littlewood: But you will know because I'm not making any changes that will affect your budget. I won't be doing that. I won't be doing that. I will be bringing anything back to the Board. It won't be changing your budget unless the Board agrees. I just want

to be able to talk to a contractor and I don't see a problem in that. I don't see why that is an issue and I don't see why it's confusing.

Mr. Mecsics: We changed the dog parks around before from landscaping just right after you came onto the Board. It appears that it is confusing and causes errors. As I am the one who divides out different areas, I think it's time to realign the dog parks back under landscaping. Then that keeps you out of the worries that you have to ask permission and all that stuff.

Ms. Littlewood: Well, then you've got that plan.

Ms. Littlewood: Anything else you would like to strip me of?

Mr. Mecsics: No, Angie. I'm a gentleman. You keep your comments to yourself. You want to put it on public record? There's things you need to worry about. Thank you. We have a meeting to finish up and we're going to go on with it.

#### **G. Supervisor Areas of Responsibility** *(Supervisor Mecsics)*

Mr. Mecsics: Supervisor's areas of responsibilities since we've talked about it. We will change Angie's to back under the dog parks. There are two pages guys. Front and back.

Ms. McKie: Front and back?

Mr. Mecsics: Yes, it's front and back. There's two pages.

Ms. McKie: Is it one page from back or two pages from front?

Mr. Mecsics: Two pages front and back. Here's another one, guys. Okay. So grounds and landscaping and I'm going to add to that the pet parks that comes underneath it, that's Colette. Budget, operational, and strategic, Mary, that is you. Public works, Angie would you like to do public works?

Ms. Littlewood: I guess I'm going get stuck with this at one point.

Mr. Mecsics: Okay, thank you. Transportation systems, Colette, that has remained. The golf course pro shop and Eagle's Nest, Bob, that'll remain. Public safety remains with me. Amenities and District support will remain with the Chairman. Facility and field operations, Bob, that will remain with you. Planning, Mary, I would like you to pick up with that, especially in light of that report that we had with those folks, I think that's going to be more and more important.

Ms. Bosman: Okay.

Mr. Mecsecs: Angie, I'd like you to do special projects. When we have more projects come up like the memorial and all that. I'd like you to do that, will you do that?

Ms. Littlewood: Yes.

**H. Consideration of Prince & Sons Lawn Maintenance Service Contract Agreement (Supervisor McKie) – ADDED**

*\*This item was not discussed*

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**B. Lake Ashton II Community Director**

Mr. Mecsecs: Let's go and do the reports and then we'll go to the closed session and finish the meeting up. We did the staff report for attorney. Community director, Mary left. I said she could leave because she's got to come back for a little while here and run a whole bunch of stuff till around eleven o'clock tonight, so I gave her some time off to relax. Her report stands as it is, I don't see any real problems and it's in here. If you have any questions, we can talk about that or talk with Mary on that.

**C. District Manager's Report**

Mr. Mecsecs: District manager, Mr. Jason.

Mr. Greenwood: Obviously, we know that we didn't meet in the December. It didn't feel like we had much time away because there was a lot of communication between management and individual Board members which is great. We're going to be going into the close session in a moment. Obviously, navigate out of this room if need be, then we'll come back. Other than that, everything seems to be going well. I know that there was brief discussion on meeting dates. I didn't know if Jim was going to bring that up. We're going to talk about the meeting dates going forward. Management wants to confirm what schedules we're going to be sticking to for the rest of the fiscal year. Very importantly, we've got the budget that's going to be coming up very soon. I know the public is not really here at the moment, but the budget's process obviously will paint a better picture how we can finish up and Bob touched on that. We will know what we've got to spend in the next few months.

Mr. Mecsics: We had discussed. There was a while back when we did say, did we want to do every other month versus every month. I opened that up to the Board. If that would be, we would skip February, but we have obviously some things with this landscaping and the wetland stuff that we're probably going to have a meeting in February. But what's the consideration? Do you feel that we can go to every other month's meeting or should we remain with it? It's really a cost reduction.

Mr. Zelazny: Is the only issue on the table, the resolution of Rattlesnake Lake on Hogan?

Mr. Mecsics: Yes.

Ms. Zelazny: We voted and approved all of the landscaping and irrigation. We've approved all of given you the authority to do the dog parks and to do the roads coming in. Unless there's something that comes up critical, I would think we could go to the March, then May, then August routine. When you look at the sheet, when we get to the budget, it's costing us about \$4,000 a month to do a meeting. For every meeting we don't have, that saves us about \$4,000.

Ms. McKie: We would skip February and April?

Mr. Mecsics: No.

Mr. Zelazny: Come back March. March, then May because that's the start of the budget cycle. Then June and July, we'll have to have a meeting somewhere there.

Mr. Mecsics: To finalize the budget.

Ms. McKie: We'll meet in March, skip April, meet in May?

Mr. Zelazny: Correct. Unless there's something comes up. When you look at the planning that has gone into the capital budget and everything that we've funded when we go through the next page, there really isn't anything that is on the horizon that requires immediate action in my opinion. If we can save \$4,000 and move forward, I think we're in good shape.

Ms. Mecsics: If Applied Aquatics comes through to give us some extension on that then we could work that meeting into March, but if not, we'll have the money that'll be covered for the first quarter.

Mr. Greenwood: It's something for the Board to consider, This isn't set in stone and purely discussion for when the board might want to meet for the rest of the fiscal year, if

we don't meet in February, we meet in March and after March meeting the board decided not to meet in April that doesn't stop us from going back to meeting on a monthly schedule for the months of May, June, July, all the way through for the rest of the fiscal year. That is not a problem.

Mr. Mecsecs: Okay. Good.

Ms. Clark: I have a quick question.

Mr. Mecsecs: Yes, ma'am.

Ms. Clark: Is the Board permitted to meet, let's say for a planning workshop?

Mr. Mecsecs: Yes, we can have workshops.

Ms. McKie: Could we have a workshop without, I know we have to make it public. You have to do a public announcement, this is the District manager and the attorney and all that other stuff.

Mr. Mecsecs: Generally with the workshops we had the District manager and that's all part of the flat rate anyway that we have for your service.

Mr. Greenwood: It's always advised to have District counsel attending your regular and workshop meeting. Workshops, obviously you can't motion any decisions. These would have to wait until your regular meeting to make those decisions, any public meeting, it's always in the districts best interest to have District counsel attending.

Mr. Mecsecs: As we get closer to the budget cycle, especially in March, is when we have a budget workshop. So we can get a lot of this stuff on the table and discuss it and get inputs from the community. Yes, ma'am?

Ms. McKie: I'm just wondering Mary, how do you feel with being in charge of the budget now of skipping February, for example, or does it not matter to you?

Ms. Clark: No. My concern is more with, what's the proper process to go through? I would like to take advantage of one of those times where we're not having a regular meeting to have a planning workshop, because planning and budget go hand in hand. But in my opinion, it would be less productive if we had a budget workshop without having had a planning workshop prior to that budget workshop.

Mr. Zelazny: We've always had workshops before the budget cycle, but I do like your idea. I think we could have a workshop in February and then to support Angie's memorial program and the joint amenities policy, we could sit here and hack all that out

so when we go to the next meeting, it's just approving it. That way there's no cost associated with that. Then we can talk about the park landscaping project and talk through it without incurring a lot of costs, no decisions can be made, but we can ask all the questions so that in the March Board meeting, we can move through from 9-11 instead of 9-5. I like that idea.

Ms. Mecsics: We'll work together with Jason and set those things up. Yes, ma'am?

Ms. McKie: This is a personal thing, I'd like to know about April, if possible, because the week of the 11th through 15th is the only time, I can go to Maryland to see my grandkids rather than eight months from now.

Mr. Mecsics: If we meet back in March, then we won't have an April meeting.

Mr. Zelazny: Unless it's a workshop and then it can be anytime in the month.

Ms. McKie: Because I was worried about making flights and having to cancel them.

Ms. Clark: I think grand babies are more important.

## **ELEVENTH ORDER OF BUSINESS**

## **Financial Report**

### **A. Approval of Check Run Summary**

#### **I. November 2021**

#### **II. December 2021**

Mr. Mecsics: Financial report, approval of the check registers. Any comments?

On MOTION by Mr. Zelazny, seconded by Ms. McKie, with all in favor, the Check Run Summaries for November 2021 and December 2021, were approved.

### **B. Combined Balance Sheet**

#### **I. November 2021**

#### **II. December 2021**

Mr. Zelazny: I handed out my talking papers, talking points from the December financial review. Jason, did you send my November comments out?

Mr. Greenwood: I will have to double-check which ones I sent out.

Mr. Zelazny: Anyway, so in December, when you look at the report, when you look through it, our actual expenses are \$10,000 below the prorated budget which looks pretty good, and that's primarily because the \$45,000 for the boundary adjustment that Sarah

talked about, there has been no money associated with that, which is \$45,000. I broke it down into field expenses. Annual expenses are \$433 more than the prorated budget which is good. Highlights include the building contract services and building grounds maintenance, it is a very favorable position. The engineering position which was a positive position in November is now negative, and that's because of about \$7,000 worth of invoices this month, and that is primarily because the items listed below. We have attacked so many things in the area of engineering; roads, bridges, flues, the water management stuff. All of those have been accounted for. He's got a lot of CAD work, but those are for documentation that Colette's going to need going forward. Talking with Alan, he sees no major projects between now and the end of the year other than having to come over and check up on the septic tank, if we do the flue work, if we do the cart path behind the driving range. His will be primarily to follow-up on those projects. So I think we should be well within the \$15,000 for the remaining of the year unless there's some catastrophic thing that comes up. Attorney invoices for this month totaled \$3,400, \$2,700 was to support the Board meeting in November. So since we didn't have a Board meeting in December, we should see a savings of about \$2,500 in the prorated expenditures across.

Mr. Zelazny: Again, kudos to Colette, the landscaping services has been very positive, \$2,000 a month positive. Personnel salaries went from a positive position in the November paper to a negative position this month, and that's due to an extra payroll period and the fact that we paid the employees all of their unpaid leave. If you look at their salaries, average payroll is \$7,287 per pay period. Multiply that out, comes to \$189,483 per year. Now, in the budget is \$205,900 so you see that we're under about \$16,000. Now, you know that we have approved a pay increase that starts this month, that will add \$1,307 per pay period. That means that at the end of the year we will be \$9,000 over budget in personnel, which is still very good. Security gate attendants remained a negative. Jim is looking to find out why we're running a couple of thousand dollars in the hole. But when we meet in closed session today, we'll talk about the additional increase in the budget for the remainder of the year, which could go anywhere from \$34,000-\$51,000 for the year. On the capital budget, again, I think we're in a very good position as far as the Board goes. Went into the year starting with \$738,000 in the beginning fund

balance, that's after the \$335,000 transferred in. To date we have spent \$345,000 on capital projects. The spreadsheet, how I worked it, I put down the categories on the projects what we had approved in the budget, the expenditures that have already shown up in the spreadsheet, in the financials. Then in the unposted expenditures are things that we have done but haven't reached the financials, so they should reach the financials in the January or February mark. The light-colored numbers in the variance to budget. If it's a light-colored number, that's over budget. You can see that in public works, we were at \$32,000 over budget, but that's again, primarily because of the \$27,000 for the flue repair behind this thing. So everything is pretty much covered and you can see that I've already added irrigation in the unposted expenditures. We have that. The thing seems to be pretty self-explanatory all the way down. In the last section is anticipated projects for remainder of the year. LED light replacement. We had approved up to \$10,000 this year to replace LEDs. We spent the first \$2,500 and it replaced 44 lights. I'd like now the Board to authorize us to spend the next \$2,500 to replace 44 more lights since we've already approved the project.

Mr. Mecsecs: Do we have any discussion on that?

Ms. Clark: I have a quick question. With the LED lights, does that include the light that's outside of the HFC on the corner that is the big blinky one?

Mr. Mecsecs: They've replaced it.

Ms. Clark: Well, they've replaced it and it was good for a while and now it's back to blinking again.

Mr. Rayl: No. It's all fixed again.

Ms. Clark: Alright, because I got asked about that one, I want to just be able to go back and say yes, I did address it.

Mr. Zelazny: Anyway, I would like authorization that we can move forward with the \$2,500 to replace the rest.

On MOTION by Ms. McKie, seconded by Ms. Clark, with all in favor, Replacing the LED Lighting for \$2,500, was approved.

Mr. Zelazny: The cart path on Sawgrass, we approved that. You can put that. I've estimated \$10,000, so it's now \$6,957. We replaced two ping-pong tables, since it's a replacement, it doesn't require Board action. We did purchase two of them this week, they'll be in on Monday. That's \$2,000, we're going to put that under the athletic equipment line in the capital budget. Then the road repairs for Ashton Club Boulevard, I put as \$50,000. As you know, Alan, we just approved up to \$30,000, so there should be some savings there and we'll move forward on that. Then we did approve the pet park irrigation at \$1,309 which isn't on the chart. So for a small recap, down at the bottom it shows available revenue, beginning fund balance, and transfers in from the general fund, the total available is \$738,000 for the year. Expenditures budgeted was \$590,000. We've only spent \$94,000 that had been invoiced, \$251,000 that haven't been invoiced. Total expenditures of \$345,000, not counting what's down below, leaving us an end of year balance of about \$393,000, which is very good. Then if you look at the reserve study expenses from FY20 to 23 that are in there because as you know, we have all the air conditioners and stuff that we haven't fixed, all of those total to \$612,967. Even if we fund everything through the next year, we have to fund everything. The roof, the roads, we're in a cash-flow situation with the capital budget. You have any questions? The reserve study has been updated and the big change was we had a heater go bad in the pool, so we had to readjust that. Alan readjusted the road repairs based on fixing Ashton Club Boulevard in and out.

Mr. Mecsics: Anything else, Bob?

Mr. Zelazny: Not until we get to the closed session.

Mr. Mecsics: Anything else from anyone? Good job.

**G. Closed Session: Adjusting Security Contract** *(Requested by Supervisor Mecsics)*

*\*This item was taken out of order*

Ms. Mecsics: I move we go to a closed session to discuss security so those folks would have to leave and I will hand out these things for everyone.

**C. Special Assessment Receipts Schedule**

Mr. Mecsics: I would like to make a motion to increase our security budget by \$15,115 to accommodate our new profile.

On MOTION by Mr. Mecsecs, seconded by Mr. Zelazny, with all in favor, Increasing the Security Budget by \$15,115, was approved.

**TWELTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Mecsecs: Supervisor requests?

Mr. Zelazny: LED lights, as I said we have replaced 44 of them, now we have 44 lights like that upstairs in the work room. There is no place to work. I would like to have authorization to surplus the LED lights, the two broken ping pong tables, and any future LED lights as we order the next 44.

On MOTION by Mr. Zelazny, seconded by Ms. Clark, with all in favor, the Installation of Lighting, was approved.

**THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

There being none, the next item followed.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION VIII

# SECTION A

**RESOLUTION 2022-07**

**A RESOLUTION DESIGNATING OFFICERS OF THE  
LAKE ASHTON II COMMUNITY DEVELOPMENT  
DISTRICT**

**WHEREAS**, the Board of Supervisors of the Lake Ashton II Community Development District at a regular business meeting held on February 18, 2022 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

<u>James Mecsecs</u>	Chairman
<u>Bob Zelazny</u>	Vice Chairman
<u>Angela Littlewood</u>	Assistant Secretary
<u>Mary Clark</u>	Assistant Secretary
<u>Colette McKie</u>	Assistant Secretary
<u>Jason Greenwood</u>	Secretary
<u>Amanda Ferguson</u>	Assistant Secretary
<u>Patti Powers</u>	Treasurer
<u>Rich Hans</u>	Assistant Treasurer

**PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF FEBRUARY, 2022.**

---

Chairman / Vice Chairman

---

Secretary / Assistant Secretary

# SECTION B

# SECTION i

**RESOLUTION NO. 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") APPROVING THE SALE, ISSUANCE AND TERMS OF SALE OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022 (THE "SERIES 2022 BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM ALL OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2006A (THE "REFUNDED BONDS"); ESTABLISHING THE INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING A PRIVATE PLACEMENT FOR THE SERIES 2022 BONDS; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF FOURTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2022 BONDS; APPROVING THE FORM OF THE SERIES 2022 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2022 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2022 BONDS; APPROVING THE FORM OF THE ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE REFUNDING OF THE REFUNDED BONDS; APPOINTING A VERIFICATION AGENT; DESIGNATING THE SERIES 2022 BONDS AS "QUALIFIED TAX EXEMPT OBLIGATIONS" PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors of Lake Ashton II Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of the Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022 (the "Series 2022 Bonds") to be issued under and pursuant to a Master Trust

Indenture, dated as of August 1, 2005 (the "Master Indenture"), from the District to U.S. Bank Trust Company, National Association, Orlando, Florida, as ultimate successor in trust to Wachovia Bank, National Association, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2022 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2006A (the "Refunded Bonds");

**WHEREAS**, the Board has received a proposal from Hancock Whitney Bank, a Mississippi state-chartered bank (the "Bank") in the nature of a commitment letter (the "Commitment"), dated January 6, 2022, attached hereto as Exhibit A, submitted through MBS Capital Markets, LLC (the "Placement Agent") for the purchase of the Series 2022 Bonds, and the Board has previously approved such Commitment at a meeting of the Board duly called and held on January 21, 2022; and

**WHEREAS**, the Commitment has been executed by the Chairman upon approval of the Board, and the Board has determined that ratification of the execution of the Commitment by the Chairman is in the best interests of the District; and

**WHEREAS**, in conjunction with the sale and issuance of the Series 2022 Bonds, it is necessary to approve the forms of the Supplemental Indenture and Escrow Agreement (hereinafter defined), to establish the principal amounts, interest rates, maturity dates, redemption provisions, placement fee, costs and certain other details with respect thereto, to approve the form of the Series 2022 Bonds and to provide for various other matters with respect to the Series 2022 Bonds and the refunding and redemption of the Refunded Bonds.

**NOW, THEREFORE, BE IT RESOLVED** that:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

**2. Award.** Pursuant to Section 190.016(7), Florida Statutes, the Board hereby determines that, in its judgment, the issuance of the Series 2022 Bonds will be advantageous to the District. The sale of the Series 2022 Bonds to the Bank upon the terms and conditions set forth in the Commitment, and in a principal amount not to exceed the amount set forth in the Commitment, is hereby authorized and approved. The Placement Agent shall be paid a placement fee of \$50,000.00, the payment of which fee from the proceeds of the Series 2022 Bonds is hereby approved. Pursuant to the Commitment, the Bank shall be paid a fee equal to twenty-five (25) basis points of the principal amount of the Series 2022 Bonds, the payment of which fee from the proceeds of the Series 2022 Bonds is hereby approved.

**3. Private Placement.** The Board hereby determines that a private placement of the Series 2022 Bonds through the facilities of the Placement Agent is in the best interests of the District because the market for instruments such as the Series 2022 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2022 Bonds.

**4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank Trust Company, National Association, as ultimate successor in trust to Wachovia Bank, National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank Trust Company, National Association, is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

**5. Description of Series 2022 Bonds.** The Series 2022 Bonds shall be dated as of the date of issuance and delivery to the Bank and may be issued in one Series having such details as are set forth in the Commitment and as reflected in the Supplemental Indenture. The Series 2022 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2022 Bonds shall be subject to redemption on the terms, at the times and prices and in the manner provided in the Commitment and in the form of Series 2022 Bonds attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2022 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Bank upon payment by the Bank of the purchase price therefor, the Series 2022 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their terms.

The Series 2022 Bonds shall be secured by, and the District in the Supplemental Indenture grants to the Trustee for the benefit of the Bank, a lien on and a pledge of the Series 2022 Assessments imposed, levied and collected by the District in accordance with the Act, as more specifically described in the

Supplemental Indenture and the Commitment. In addition, the Series 2022 Bonds shall be secured by a lien and pledge of all amounts on deposit in the Funds and Accounts established under the Supplemental Indenture, except for any amounts in the Series 2022 Rebate Account, all in accordance with the Supplemental Indenture.

**6. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2022 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**7. Other Actions.** The Chairman, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2022 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, this Resolution, the Escrow Agreement and the Commitment.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**8. Deposits to Funds and Accounts; Approval of Form of Escrow Deposit Agreement; Appointment of Escrow Agent.** The Trustee is hereby authorized and directed to apply the proceeds of the Series 2022 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

Amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be applied as directed by the Chairman in a certificate directed to the Trustee and delivered at the closing on the Series 2022 Bonds, subject to the approval of Bond Counsel.

The Escrow Deposit Agreement (the "Escrow Agreement"), between the District and U.S. Bank Trust Company, National Association, relating to the Refunded Bonds shall be in the form attached hereto as Exhibit C, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Escrow Agreement which, when executed and delivered by the District, shall be a legal, valid and binding obligation of the District, enforceable in accordance with its

terms. U.S. Bank Trust Company, National Association, is hereby appointed as Escrow Agent under the Escrow Agreement.

**9. Refunding of the Refunded Bonds; Execution and Delivery of Other Instruments; Appointment of Verification Agent.** The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the refunding of the Refunded Bonds and the issuance, sale and delivery of the Series 2022 Bonds, including but not limited to the execution and delivery of the Commitment of the Bank to purchase the Series 2022 Bonds.

The Chairman is hereby authorized and directed to appoint Causey, Demgen & Moore, P.C., as verification agent if required in connection with the transactions contemplated hereby.

**10. Designation of the Series 2022 Bonds as "Qualified Tax-Exempt Obligations" Pursuant to Section 265(b)(3) of the Code.** The Series 2022 Bonds are currently anticipated to be issued in an aggregate principal amount less than \$10,000,000. The District does not reasonably expect to issue more Bonds in the current calendar year 2022 and therefore does not expect to issue more than \$10,000,000 of tax-exempt obligations in the current calendar year. Accordingly, the District hereby delegates to the Chairman the authority to designate the Series 2022 Bonds as "bank qualified obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, in the event that such expectations as to the amount to be issued are met. Such designation shall be further evidenced in the Arbitrage Certificate of the District delivered in connection with the closing of the Series 2022 Bonds and by selecting the appropriate check box on IRS Form 8038-G filed in relation to the Series 2022 Bonds.

**11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2022 Bonds, including but not limited to the approval of the Commitment, are hereby approved, confirmed and ratified.

**12. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**13. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED** in Public Session of the Board of Supervisors of Lake Ashton II Community Development District, this 18<sup>th</sup> day of February, 2022.

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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

\_\_\_\_\_  
Chairman/Vice Chairman,  
Board of Supervisors

Exhibit A – Commitment

Exhibit B – Form of Supplemental Indenture

Exhibit C – Form of Escrow Deposit Agreement

# SECTION 1

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**FOURTH SUPPLEMENTAL TRUST INDENTURE**

**LAKE ASHTON II**

**COMMUNITY DEVELOPMENT DISTRICT**

**TO**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
AS ULTIMATE SUCCESSOR IN TRUST TO  
WACHOVIA BANK, NATIONAL ASSOCIATION**

**AS TRUSTEE**

**Dated as of February 1, 2022**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Fourth Supplemental Trust Indenture.

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Exhibit A – Form of Series 2022 Bonds

## **FOURTH SUPPLEMENTAL TRUST INDENTURE**

**THIS FOURTH SUPPLEMENTAL TRUST INDENTURE** (this "Fourth Supplemental Indenture") is dated as of February 1, 2022, from **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as ultimate successor in trust to Wachovia Bank, National Association, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District entered into a Master Trust Indenture, dated as of August 1, 2005 (the "Master Indenture" and together with this Fourth Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Lake Ashton II Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2005-14, adopted by the Governing Body of the District on March 7, 2005, the District has authorized the issuance, sale and delivery of not to exceed \$50,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Tenth Judicial Circuit of Florida, in and for Polk County on May 20, 2005, the appeal period for which expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2007-01, on October 27, 2006, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2007-05, on November 30, 2006, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

**WHEREAS**, pursuant to Resolution No. 2007-03, adopted by the Governing Body of the District on October 27, 2006, the District authorized, issued and sold its \$5,025,000 Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and its \$20,420,000 Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006B (the "Series 2006B Bonds" and together with the Series 2006A Bonds,

the "Series 2006 Bonds"), as an issue of Bonds under the Master Indenture, and authorized the execution and delivery of a Second Supplemental Trust Indenture, dated as of December 1, 2006, as subsequently amended (as amended, the "Second Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2006 Bonds and to set forth the terms of the Series 2006 Bonds; and

**WHEREAS**, the Series 2006A Bonds are currently Outstanding in the aggregate principal amount of \$3,320,000 (the Outstanding principal of such Series 2006A Bonds hereinafter referred to as the "Refunded Bonds") and the Series 2006B Bonds are no longer Outstanding; and

**WHEREAS**, the District applied the proceeds of the Series 2006 Bonds to (i) finance a portion of the Cost of acquiring, constructing and equipping the 2006 Project (as defined in the Second Supplemental Indenture), (ii) pay certain costs associated with the issuance of the Series 2006 Bonds, (iii) make a deposit into the related Series Reserve Accounts for the benefit of all of the Series 2006 Bonds, and (iv) pay a portion of the interest to become due on the Series 2006 Bonds; and

**WHEREAS**, the Series 2006A Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the 2006 Project, which, together with the 2006 Pledged Funds and Accounts (as defined in the Second Supplemental Indenture) comprise the 2006 Trust Estate (as defined in the Second Supplemental Indenture); and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem all of the Refunded Bonds in order to achieve annual debt service savings and reduce the annual payments for Assessments securing the Bonds issued to refund the Refunded Bonds; and

**WHEREAS**, pursuant to Resolution No. 2022-[\_\_], adopted by the Governing Body of the District on February 18, 2022, the District has authorized the issuance, sale and delivery of, among other things, its \$3,245,000 Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022 (the "Series 2022 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Fourth Supplemental Indenture to secure the issuance of the Series 2022 Bonds and to set forth the terms of the Series 2022 Bonds and the sale thereof; and

**WHEREAS**, the District will apply the proceeds of the Series 2022 Bonds, together with other funds of the District, to (i) currently refund and redeem all of the Refunded Bonds, (ii) pay certain costs associated with the issuance of the Series 2022 Bonds, and (iii) pay a portion of the interest to become due on the Series 2022 Bonds; and

**WHEREAS**, the Series 2022 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the 2006 Project (the "Series 2022 Assessments"); and

**WHEREAS**, the execution and delivery of the Series 2022 Bonds and of this Fourth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2022 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fourth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2022 Trust Estate (hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2022 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fourth Supplemental Indenture and in the Series 2022 Bonds (a) has executed and delivered this Fourth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2022 Assessments (the "Series 2022 Pledged Revenues") and the Funds and Accounts (except for the Series 2022 Rebate Account) established hereby (the "Series 2022 Pledged Funds") which shall constitute the Trust Estate securing the Series 2022 Bonds (the "Series 2022 Trust Estate");

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture

set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owner of the Series 2022 Bonds issued under and secured by this Fourth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2022 Bond over any other Series 2022 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2022 Bonds or any Series 2022 Bond of a particular maturity issued, secured and Outstanding under this Fourth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2022 Bonds and this Fourth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fourth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fourth Supplemental Indenture, then upon such final payments, this Fourth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2022 Bonds or any Series 2022 Bond of a particular maturity, otherwise this Fourth Supplemental Indenture shall remain in full force and effect;

**THIS FOURTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2022 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Fourth Supplemental Indenture) and this Fourth Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Owner of the Series 2022 Bonds, as follows:

## **ARTICLE I DEFINITIONS**

**Section 101. Definitions.** All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition,

unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

**"Arbitrage Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of February 22, 2022.

**"Assessment Methodology"** shall mean the Series 2006 Special Assessment Methodology Report, dated November 17, 2006, as supplemented by the Assessment Allocation Report, dated February [18], 2022 each prepared by the Methodology Consultant.

**"Authorized Denomination"** shall mean, with respect to the Series 2022 Bonds, the then Outstanding principal amount of the Series 2022 Bonds, from time to time; provided, however, that any partial redemption of the Series 2022 Bonds shall be in integral whole number multiples of \$1,000.

**"Bank"** or **"Owner"** shall mean initially, Hancock Whitney Bank, a Mississippi state-chartered bank, the initial registered owner (or its authorized representative) of the Series 2022 Bonds, and its successors and assigns.

**"Delinquent Assessment Interest"** shall mean Series 2022 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2022 Assessment Interest has, or would have, become delinquent under State law or the Series 2022 Assessment Proceedings applicable thereto.

**"Delinquent Assessment Principal"** shall mean Series 2022 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2022 Assessment Principal has, or would have, become delinquent under State law or the Series 2022 Assessment Proceedings applicable thereto.

**"Delinquent Assessments"** shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

**"Determination of Taxability"** shall mean (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on the Series 2022 Bonds is includable for federal income tax purposes in the gross income of the Owner thereof, which notice or notification is not successfully contested by either the District or any Owner of the Series 2022 Bonds, or (ii) a determination by a court of competent jurisdiction that the interest payable on the Series 2022 Bonds is includable for federal income tax purposes in the gross income of the Owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the District to the effect that interest on the Series 2022 Bonds is includable for federal income tax purposes in the gross income of the Owner thereof; provided, however, any such

notice, determination or admission shall be based solely upon an action or inaction of the District. The effective date of the Determination of Taxability shall be the date such interest is includable in gross income.

**"Electronic Means"** shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

**"Escrow Deposit Agreement"** shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

**"Escrow Fund"** shall mean the fund created and established to pay and redeem the Refunded Bonds pursuant to the Escrow Deposit Agreement.

**"Interest Payment Date"** shall mean each May 1 and November 1, commencing May 1, 2022.

**"Methodology Consultant"** shall mean Governmental Management Services – South Florida, LLC.

**"Redemption Date"** shall mean an Interest Payment Date in the case of a partial redemption of Outstanding Series 2022 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2022 Bonds.

**"Series 2022 Assessment Interest"** shall mean the interest on the Series 2022 Assessments which is pledged to the Series 2022 Bonds.

**"Series 2022 Assessment Principal"** shall mean the principal amount of Series 2022 Assessments received by the District which represents a proportionate amount of the principal of the Series 2022 Bonds, other than applicable Delinquent Assessment Principal and Series 2022 Prepayments.

**"Series 2022 Assessment Proceedings"** shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2022 Assessments which include Resolution Nos. 2007-01, 2007-02, 2007-05 and 2022-[\_], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2022 Assessments and the Assessment Methodology as approved thereby.

**"Series 2022 Assessment Revenues"** shall mean all revenues derived by the District from the Series 2022 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2022 Bonds.

**"Series 2022 Investment Obligations"** shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government – sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P; and

(e) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by an Authorized Officer of the District is permitted under the Indenture and is a legal investment for funds of the District.

**"Series 2022 Prepayment Interest"** shall mean the interest on the Series 2022 Prepayments received by the District.

**"Series 2022 Prepayments"** shall mean the excess amount of Series 2022 Assessment Principal received by the District over the Series 2022 Assessment Principal included within a Series 2022 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid

in accordance with the Series 2022 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2022 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"State"** shall mean the State of Florida.

**"Taxable Rate"** shall mean an interest rate on the Series 2022 Bonds which will result in the same after-tax yield to the Owner of the Series 2022 Bonds as before a Determination of Taxability; provided, however, the Taxable Rate shall not exceed 3.537% per annum. The determination of the Taxable Rate, including any partial application as provided in Section 203 of this Fourth Supplemental Indenture, shall be made by the Owner in good faith and shall be conclusive and binding upon the District absent manifest error. Written notice of the Taxable Rate shall be given to the District and the Trustee by the Owner and the District agrees that the Trustee may conclusively rely on the information in such notice.

**"Tax Exempt Rate"** shall mean the fixed interest rate set forth on the first page of each Series 2022 Bond as the Initial Interest Rate.

**"Uniform Method"** shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

## **ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2022 BONDS**

**Section 201. Authorization of Series 2022 Bonds.** The Series 2022 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$3,245,000 for the purposes enumerated in the recitals hereto to be designated "Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022." The Series 2022 Bonds shall be substantially in the form attached hereto as Exhibit A. Each Series 2022 Bond shall bear the designation "2022R-" and shall be numbered consecutively from 1 upwards.

The Series 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022 Bond for each maturity thereof. Subject to Section 205 hereof, the provisions of the Master Indenture with respect to the registration, transfer and exchange of Bonds shall apply to the Series 2022 Bonds.

**Section 202. Terms.** The Series 2022 Bonds shall be issued as sixteen (16) Serial Bonds, shall be dated as of the date of their issuance and delivery to the

initial purchaser thereof, shall bear interest at the fixed interest rates per annum, subject to adjustment as hereinafter provided, and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Initial Interest Rate</u>
2022R-1	\$170,000	May 1, 2023	1.7676%
2022R-2	\$170,000	May 1, 2024	2.0058%
2022R-3	\$175,000	May 1, 2025	2.1526%
2022R-4	\$180,000	May 1, 2026	2.2692%
2022R-5	\$185,000	May 1, 2027	2.3716%
2022R-6	\$185,000	May 1, 2028	2.4624%
2022R-7	\$190,000	May 1, 2029	2.5456%
2022R-8	\$195,000	May 1, 2030	2.6237%
2022R-9	\$200,000	May 1, 2031	2.7000%
2022R-10	\$210,000	May 1, 2032	2.7743%
2022R-11	\$215,000	May 1, 2033	2.8400%
2022R-12	\$220,000	May 1, 2034	2.8990%
2022R-13	\$225,000	May 1, 2035	2.9527%
2022R-14	\$235,000	May 1, 2036	3.0028%
2022R-15	\$240,000	May 1, 2037	3.0491%
2022R-16	\$250,000	May 1, 2038	3.0928%

**Section 203. Dating; Interest Accrual; Interest Adjustment.** (a) Each Series 2022 Bond shall be dated February 22, 2022. Each Series 2022 Bond shall also bear its date of authentication. Each Series 2022 Bond shall bear interest at the Tax Exempt Rate from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2022 Bond has been paid, in which event such Series 2022 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2022 Bonds, in which event such Series 2022 Bond shall bear interest from its date. Interest on the Series 2022 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2022.

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Series 2022 Bond from the day before the default occurred.

(c) If there is a Determination of Taxability not caused by the action of the Owner, the Series 2022 Bonds shall bear interest at the Taxable Rate from the effective date of the Determination of Taxability. The District hereby covenants that on each date it certifies for collection Series 2022 Assessments following the effective date of the Determination of Taxability, it will certify for collection Series 2022 Assessments in an amount that will provide sufficient Series 2022 Pledged

Revenues to pay, in addition to the current year's Debt Service, the difference between the Tax-Exempt Rate and the Taxable Rate from the effective date of the Determination of Taxability, which may be the date of issuance, to the immediately succeeding November 1 (the "Taxable Rate Differential"); provided, however, that such levy will not cause the interest component of the Series 2022 Assessments to exceed the Taxable Rate. In the event there is a Determination of Taxability, and the District is unable to certify for collection the full amount of the Taxable Rate Differential during the remaining term of the Series 2022 Bonds without exceeding the Taxable Rate, the District would have no other obligation to levy and recover the portion of Taxable Rate Differential exceeding the Taxable Rate. If the amount of Series 2022 Assessments certified for collection by the District in such years are insufficient to pay the Taxable Rate Differential such insufficiency, in and of itself, shall not be an Event of Default so long as the interest component of such Series 2022 Assessments is at least the Taxable Rate.

In the event that interest on any of the Series 2022 Bonds during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of such Series 2022 Bond, then the interest rate on such Series 2022 Bond shall be increased during such period by an amount equal to  $(A-B) \times C$  where:

- (i) "A" equals the Taxable Rate (expressed as a percentage);
  - (ii) "B" equals the interest rate on such Series 2022 Bond absent such Determination of Taxability (expressed as a percentage); and
  - (iii) "C" equals the portion of such Series 2022 Bond the interest on which has become taxable as the result of such Determination of Taxability (expressed as a decimal).
- (d) The Trustee is entitled to assume, in the absence of notice from the Owner to the contrary, that the Series 2022 Bonds bear interest at the Tax-Exempt Rate. Additionally, the Trustee is entitled to assume that the Taxable Rate and the amount of the Taxable Rate Differential provided by the Owner are correct.

**Section 204. Denominations.** The Series 2022 Bonds shall be issued in the Authorized Denomination.

**Section 205. Transfer Restrictions.** The registration of ownership of the Series 2022 Bonds may be transferred only in whole and only to a Qualified Institutional Buyer (as defined in Section 517.021(20), Florida Statutes), certified by the transferee to the Trustee in writing, on which certification the Trustee may conclusively rely. The Series 2022 Bonds shall bear a legend consistent with this Section 205.

**Section 206. Bond Registrar and Paying Agent.** The District appoints the Trustee as Bond Registrar and Paying Agent for the Series 2022 Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2022 Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee and the Bank of:

- (a) certified copies of the Series 2022 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Fourth Supplemental Indenture;
- (c) a customary Bond Counsel opinion in a form satisfactory to the Bank;
- (d) an opinion of Counsel to the District to the effect that all proceedings undertaken by the District with respect to the Series 2022 Assessments have been in accordance with State law, the District has taken all action necessary to levy and impose the Series 2022 Assessments and the Series 2022 Assessments are legal, valid and binding first liens upon the property against which such Series 2022 Assessments are made, coequal with the lien of all State, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fourth Supplemental Indenture;
- (f) a certificate of the Methodology Consultant to the effect that the benefit from the 2006 Project equals or exceeds the amount of Series 2022 Assessments, the Series 2022 Assessments are fairly and reasonably allocated across the lands subject to the Series 2022 Assessments and the Series 2022 Assessments are sufficient to pay Debt Service on the Series 2022 Bonds;
- (g) an executed Escrow Deposit Agreement and a verification report prepared by Causey, Demgen & Moore, P.C.;
- (h) the defeasance opinion of bond counsel required by the Master Indenture; and
- (i) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal.

Payment to the Trustee of the net proceeds from the issuance of the Series 2022 Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the Bank.

**ARTICLE III  
REDEMPTION OF SERIES 2022 BONDS**

**Section 301. Series 2022 Bonds Subject to Redemption.** The Series 2022 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit A. Interest on Series 2022 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2022 Interest Account or from the Series 2022 Revenue Account to the extent moneys in the Series 2022 Interest Account are insufficient for such purpose.

**ARTICLE IV  
DEPOSIT OF SERIES 2022 BOND PROCEEDS AND  
APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS  
AND OPERATION THEREOF**

**Section 401. Establishment of Accounts.** There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee a Series 2022 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2022 Debt Service Account and therein a Series 2022 Principal Account and a Series 2022 Interest Account; and (ii) a Series 2022 Redemption Account and therein a Series 2022 Prepayment Subaccount;

(c) within the Revenue Fund held by the Trustee a Series 2022 Revenue Account; and

(d) within the Rebate Fund held by the Trustee a Series 2022 Rebate Account.

For the Series 2022 Bonds, there is no Series Reserve Account Requirement and, therefore, no Series Reserve Account is established herein.

**Section 402. Use of Series 2022 Bond Proceeds.** The net proceeds of sale of the Series 2022 Bonds in the amount of \$3,236,887.50 (consisting of \$3,245,000.00 principal amount of the Series 2022 Bonds, less the commitment fee of the Bank in the amount of \$8,112.50), plus \$337,259.70 of other moneys held by the Trustee under and pursuant to the Second Supplemental Indenture (the "District Moneys"), for a grand total of \$3,574,147.20, shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$184,251.98 from the proceeds of the Series 2022 Bonds, representing the remaining costs of issuance, including rounding, relating to the Series 2022 Bonds, shall be deposited to the credit of the Series 2022 Costs of Issuance Account; and

(b) the balance of the proceeds of the Series 2022 Bonds, \$3,052,635.52, together with the District Moneys, for a total of \$3,389,895.22, shall be deposited to the Escrow Fund established pursuant to the Escrow Deposit Agreement to refund and redeem the Refunded Bonds on March 24, 2022.

Upon the defeasance of the Refunded Bonds, the Trustee is directed to transfer any remaining balance in the Funds and Accounts for the Refunded Bonds to the Series 2022 Revenue Account and to close all Funds and Accounts for the Refunded Bonds.

**Section 403. Series 2022 Costs of Issuance Account.** The amount deposited in the Series 2022 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2022 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six (6) months from the date of issuance of the Series 2022 Bonds, any amounts deposited in the Series 2022 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2022 Revenue Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2022 Bonds shall be paid from excess moneys on deposit in the Series 2022 Revenue Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2022 Costs of Issuance Account shall be closed.

**Section 404. Reserved.**

**Section 405. Reserved.**

**Section 406. No Amortization Installments.** No Amortization Installments are established for the Series 2022 Bonds.

**Section 407. Tax Covenants.** The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Series 2022 Revenue Account; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2022 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Fourth Supplemental Indenture, and any other amounts or payments

specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2022 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2022 Revenue Account (i) Series 2022 Assessment Revenues other than Series 2022 Prepayments (which Series 2022 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2022 Prepayment Subaccount), (ii) Series 2022 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2022 Revenue Account.

(c) On the forty-fifth (45<sup>th</sup>) day preceding each Interest Payment Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2022 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2022 Revenue Account for deposit into the Series 2022 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$1,000 (provided that there are sufficient funds remaining in the Series 2022 Revenue Account to pay Debt Service coming due on the Series 2022 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2022 Bonds on the next succeeding Interest Payment Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2022 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2022 Bonds set forth in the form of Series 2022 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2022 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2022 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2022 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2022 Interest Account not previously credited;

**SECOND**, on each May 1, to the Series 2022 Principal Account, the amount, if any, equal to the difference between the principal amount of all Series 2022 Bonds coming due on such May 1 and the amount already on deposit in the Series 2022 Principal Account not previously credited; and

**THIRD**, the balance shall first be deposited into the Series 2022 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2022 Bonds, and then the balance shall be retained in the Series 2022 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2022 Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to the Series 2022 Bonds, including the payment of Trustee's fees and expenses then due; and provided further that no Rebate Amount is due.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2022 Revenue Account to the Series 2022 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2022 Bonds shall be invested only in Series 2022 Investment Obligations. Earnings on investments in the Series 2022 Interest Account shall be retained, as realized, in such Account and used for the purpose of such Account. Earnings on investments in all other Funds and Accounts shall be deposited, as realized, to the credit of the Series 2022 Revenue Account and used for the purpose of such Account.

## **ARTICLE V CONCERNING THE TRUSTEE**

**Section 501. Acceptance by Trustee.** The Trustee accepts the trusts declared and provided in this Fourth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

**Section 502. Limitation of Trustee's Responsibility.** The Trustee shall not be responsible in any manner for the due execution of this Fourth Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

**Section 503. Trustee's Duties.** Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds.** The District shall not, while any Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2022 Trust Estate.

## **ARTICLE VII MISCELLANEOUS**

**Section 701. Confirmation of Master Indenture.** As supplemented by this Fourth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Fourth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fourth Supplemental Indenture and to the Series 2022 Bonds issued hereunder.

**Section 702. Collection of Assessments.** Anything herein or in the Master Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2022 Assessments pledged hereunder to secure the Series 2022 Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2022 Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2022 Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto. The District covenants and agrees to levy and collect the Series 2022 Assessments applicable to each property within the District benefitted by the 2006 Project sufficient to pay principal and interest on the Series 2022 Bonds.

**Section 703. Additional Covenants of the District.** For so long as the Series 2022 Bonds are Outstanding, the District covenants and agrees that it will provide, at its own expense, to the Bank: (a) a copy of its audited financial statements no later than 270 days following the end of each Fiscal Year, beginning with the audited financial statements for the Fiscal Year ended September 30,

2022; and (b) a copy of its internally prepared unaudited annual financial statements no later than ninety (90) days following the end of each Fiscal Year, beginning with the Fiscal Year ended September 30, 2022.

Failure to provide the financial statements and reports as provided in the preceding paragraph, after three (3) Business Days' written notice from the Bank to the District, the District Manager and legal counsel to the District, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure, the Bank may enforce the provisions of this section by action in mandamus or for specific performance, to compel performance of the District's financial reporting obligations under this section. A Financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

The District covenants and agrees that it will maintain its primary operating account with the Bank for the term of the Series 2022 Bonds so long as Hancock Whitney Bank is the Owner and so long as the Bank's fees remain competitive with market fees.

**Section 704. Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2022 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

**Section 705. No Duty to File Annual Report.** Anything in Section 808(a) of the Master Indenture to the contrary notwithstanding, the District shall not be required to file an annual report with the Trustee.

**Section 706. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 707. Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, federal

law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Lake Ashton II Community Development District has caused this Fourth Supplemental Indenture to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Fourth Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

**(SEAL)**

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as ultimate successor in trust to Wachovia  
Bank, National Association, as Trustee

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**

**FORM OF SERIES 2022 BONDS**

**THE REGISTRATION OF OWNERSHIP OF THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN SECTION 517.021(20), FLORIDA STATUTES) AS PROVIDED IN THE INDENTURE**

**No. 2022R-**

**\$\_[ ]**

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2022**

<b>Initial Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>
%	May 1, 20[ ]	February 22, 2022

**Registered Owner:       HANCOCK WHITNEY BANK**

**Principal Amount:**

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the interest rate per annum set forth above, as adjusted as provided in the Supplemental Indenture (hereinafter defined). Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding such Interest

Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Upon a Determination of Taxability (as defined in the Supplemental Indenture), the interest rate shall be subject to adjustment pursuant to Section 203 of the Supplemental Indenture to the Taxable Rate, as set forth in the Supplemental Indenture and the District shall pay to the Owner certain additional amounts pursuant to such Section 203. Any payment of principal or Redemption Price shall be made to such person who appears on the registration books of the Bond Registrar as the registered Owner of this Bond at the close of business on the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such payment or, if such day is not a Business Day, on the Business Day immediately preceding such day. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. Presentment of this Bond shall not be required for payment of principal or interest so long as the Bank (as defined in the Supplemental Indenture) is the registered Owner thereof; provided, however, that upon any partial redemption of this Bond in accordance with the Indenture, such portion of this Bond so redeemed shall be cancelled without physical surrender of this Bond by the registered Owner thereof. Records of all such redemptions shall be maintained by the Bond Registrar and shall be the basis for the principal amount of this Bond actually Outstanding at any given time. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022" in the aggregate principal amount of \$3,245,000 (the "Series 2022 Bonds") issued under a Master Trust Indenture, dated as of August 1, 2005 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as ultimate successor in trust to Wachovia Bank, National Association, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of February 1, 2022 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The District will apply the proceeds of the Series 2022 Bonds, together with other funds of the District, to (i) currently refund and redeem all of the Outstanding principal amount of the

District's Capital Improvement Revenue Bonds, Series 2006A, (ii) pay certain costs associated with the issuance of the Series 2022 Bonds, and (iii) pay a portion of the interest to become due on the Series 2022 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2022 PLEDGED REVENUES AND THE SERIES 2022 PLEDGED FUNDS PLEDGED TO THE SERIES 2022 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2022 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Series 2022 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2022 Assessments, the terms and conditions under which the Series 2022 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the registered Owner of the Series 2022 Bonds and, by the acceptance of this Bond, the registered Owner hereof assents to all of the provisions of the Indenture. The Series 2022 Bonds are equally and ratably secured by the Series 2022 Trust Estate, without preference or priority of one Series 2022 Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on parity with the Series 2022 Bonds as to the lien and pledge of the Series 2022 Trust Estate.

The Series 2022 Bonds are issuable only as registered bonds without coupons in current interest form in the denomination of the then Outstanding principal amount of such Series 2022 Bond (the "Authorized Denomination"). This Bond is transferable by the registered Owner hereof or its duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), subject to the restrictions set forth above and in the Supplemental Indenture, upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, in the Authorized Denomination and bearing interest at the same rate or rates.

The Series 2022 Bonds are not subject to redemption prior to maturity at the option of the District.

The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount redeemed, without premium, together with accrued interest to the Redemption Date, from amounts, including Series 2022 Prepayments, required by the Indenture to be deposited into the Series 2022 Prepayment Subaccount.

So long as the Series 2022 Bonds are owned by the Bank, notice of redemption other than scheduled redemption, as to which no notice shall be required, shall be by written transmission or Electronic Means to the Bank at the physical or electronic address of such registered Owner recorded on the bond register maintained by the Bond Registrar not less than ten (10) calendar days prior to the date of redemption.

In the event that the Series 2022 Bonds are no longer owned by the Bank, notice of each redemption of Series 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to the registered Owner of Series 2022 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2022 Bonds or such portions thereof so called for redemption shall become and be due and payable

at the Redemption Price provided for the redemption of such Series 2022 Bonds or such portions thereof on such date, interest on such Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owner thereof shall have no rights in respect of such Series 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2022 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Series 2022 Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2022 Bonds as to the Series 2022 Trust Estate shall be discharged, except for the rights of the registered Owner thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Lake Ashton II Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**(SEAL)**

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as ultimate successor in trust to Wachovia  
Bank, National Association, as Trustee

Date of Authentication:

February 22, 2022

By: \_\_\_\_\_  
Vice President

**CERTIFICATE OF VALIDATION**

This Bond refunds a Series of Bonds which were validated by judgment of the Tenth Judicial Circuit of Florida, in and for Polk County rendered on May 20, 2005.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Lake Ashton II  
Community Development District

**[FORM OF ABBREVIATIONS]**

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under  
Uniform Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

Additional abbreviations may also be used though not in the above list.

**[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatsoever.

# SECTION 2

## ESCROW DEPOSIT AGREEMENT

**ESCROW DEPOSIT AGREEMENT** (this "Agreement"), dated as of February 22, 2022, between **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special purpose government (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the "Escrow Agent"), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District has heretofore issued, sold and delivered its Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006A (the "Series 2006A Bonds") currently Outstanding in the aggregate principal amount of \$3,320,000 (the Outstanding principal amount of such Series 2006A Bonds hereinafter referred to as the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of August 1, 2005 (the "Master Indenture"), from the District to U.S. Bank Trust Company, National Association, as ultimate successor in trust to Wachovia Bank, National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2006, as subsequently amended (as amended, the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture"), from the District to the Trustee; and

**WHEREAS**, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

**WHEREAS**, the District has authorized the issuance, sale and delivery of its \$3,245,000 Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022 (the "Series 2022 Bonds") pursuant to a Fourth Supplemental Trust Indenture, dated as of February 1, 2022, from the District to the Trustee to secure the issuance of the Series 2022 Bonds and to set forth the terms of the Series 2022 Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge of and lien of the Indenture in favor of the Owners of such Refunded Bonds; and

**WHEREAS**, the issuance of the Series 2022 Bonds, the deposit of cash into an escrow deposit trust fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Indenture in favor of the Owners of such Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. PREAMBLES.** The District represents that the recitals stated above are true and correct and the same are incorporated herein.

**SECTION 2. RECEIPT OF INDENTURE AND VERIFICATION REPORT.** The Escrow Agent hereby acknowledges receipt of true and correct copies of the Indenture and this Agreement. The applicable and necessary provisions of the Indenture, including, without limitation, Articles III and XII of the Master Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by MBS Capital Markets, LLC, showing its calculations of the amount needed to refund the Refunded Bonds at the Redemption Price as set forth in the Final Numbers, as verified by the verification report of Causey, Demgen & Moore, P.C., a firm of independent certified public accountants, dated February 22, 2022 (the "Verification Report"). The Escrow Agent has no responsibility for the production, review or accuracy of either the Final Numbers or the Verification Report. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

**SECTION 3. DISCHARGE OF LIEN OF OWNERS OF REFUNDED BONDS.** In accordance with Articles III and XII of the Master Indenture, simultaneously herewith, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds under the Indenture shall cease, terminate and become void and be discharged and satisfied.

**SECTION 4. ESTABLISHMENT OF ESCROW FUND.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow deposit trust fund designated the "Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006A Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the Owners of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$3,052,635.52 received from the District from proceeds of the Series 2022 Bonds (the "Bond Proceeds") and the sum of \$337,259.70 received from the District from other available funds (the "District Moneys").

**SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND.** The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent pursuant to Section 4 above (the "Cash Deposit") shall be held in the Escrow Fund uninvested in

cash and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

**SECTION 6. SUFFICIENCY OF CASH DEPOSIT.** In reliance upon the Final Numbers and the Verification Report, the District represents that the Cash Deposit is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto. If the Cash Deposit shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A attached hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

**SECTION 7. CASH DEPOSIT IN TRUST FOR OWNERS OF REFUNDED BONDS.** The deposit of the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A attached hereto, and the Cash Deposit shall be used solely for such purpose.

**SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND.** The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A attached hereto. The Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall transfer moneys to the Paying Agent on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash Deposit available for such purposes in the Escrow Fund.

**SECTION 9. ESCROW FUND SHALL CONTINUE IN EFFECT.** The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A attached hereto,

whereupon the Escrow Agent shall transfer all remaining money in the Escrow Fund, if any, to the District.

**SECTION 10. REDEMPTION OF REFUNDED BONDS.** The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the redemption of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Trustee for such notices.

**SECTION 11. DEFEASANCE OF REFUNDED BONDS.** Concurrently with the deposit of the Cash Deposit set forth in Section 4 hereof, the District represents that, in reliance upon the Verification Report, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XII of the Master Indenture. The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given the notice or notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

**SECTION 12. ESCROW FUND IRREVOCABLE.** The Escrow Fund hereby created shall be irrevocable and the Owners of the Refunded Bonds shall have an express lien on the Cash Deposit deposited in the Escrow Fund pursuant to the terms hereof and any interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. Neither the District nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

**SECTION 13. AMENDMENTS TO AGREEMENT.** This Agreement is made for the benefit of the District and the Owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such Owners and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such Owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such Owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the Owners of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Owners or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the Owners of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

**SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION.** In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses, receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon the Cash Deposit in said Escrow Fund for the payment of such fees and expenses. To the extent permitted by law and without waiving any privileges or immunities afforded to the District under Florida law, the District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its gross negligence or willful misconduct. This Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may, at the expense of the District, consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention to retain counsel.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in

accordance with the provisions of this Agreement or any act that is not grossly negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to Owners of the Refunded Bonds to the extent of their respective damages for the gross negligence or willful misconduct of the Escrow Agent which violates or fails to comply with the terms of this Agreement; provided, however, the foregoing shall not include payment for special or consequential damages or damages caused by a party other than the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

**SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT.**

As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

**SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT.**

The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 45 days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the Owners of all Refunded Bonds then Outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the Owners of a majority in aggregate principal amount of the Refunded Bonds then Outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the Owners of a majority in aggregate principal amount of the Refunded Bonds then Outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Owners of a majority in aggregate principal amount of the Refunded Bonds then Outstanding by an instrument or concurrent instruments in writing, signed by such Owners, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the Owners of a majority in aggregate principal

amount of the Refunded Bonds then Outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such Owners. The District shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such Owners or the District pursuant to the foregoing provisions of this Section 16 within 45 days after written notice of resignation of the Escrow Agent has been given to the District, the Owner of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder after such replacement or resignation and the District shall, to the extent permitted by applicable law and without waiving any privileges or immunities afforded to the District under Florida law, indemnify and hold harmless Escrow Agent from any such liability arising after such replacement or resignation, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state of the United States, and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Subject to the immediately succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder, except for the Escrow Agent's rights under Section 14 hereof; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more

fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 17. TERMINATION OF AGREEMENT.** Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A attached hereto, all moneys remaining in the Escrow Fund shall be released to the District.

**SECTION 18. GOVERNING LAW.** This Agreement shall be governed by the applicable laws of the State of Florida.

**SECTION 19. SEVERABILITY.** If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION 21. NOTICES.** Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank Trust Company, National Association  
225 E. Robinson Street, Suite 250  
Orlando, Florida 32801  
Attention: Corporate Trust Department

If to the District:

Lake Ashton II Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Copy to District Counsel:

Kutak Rock LLP  
PO Box 10230  
Tallahassee, Florida 32302  
Attention: Sarah R. Sandy, Esquire

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first written herein.

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as Escrow Agent

By: \_\_\_\_\_  
Vice President

**SCHEDULE A**

**DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS**

(attached hereto)

SCHEDULE B

FORM OF NOTICE OF DEFEASANCE

Lake Ashton II Community Development District  
(Polk County, Florida)  
Capital Improvement Revenue Bonds, Series 2006A

<u>Series</u>	<u>Amount Refunded</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP*</u>
2006A	\$3,320,000	5.30%	May 1, 2038	50750P AC5

**NOTICE IS HEREBY GIVEN** that that there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement (hereinafter defined), cash which the District (hereinafter defined) has represented is sufficient to pay on March 24, 2022 (the "Redemption Date"), the Redemption Price and interest due and to become due on the above captioned Bonds (the "Defeased Bonds") on or prior to the Redemption Date, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated as of February 22, 2022 (the "Escrow Agreement"), by and among Lake Ashton II Community Development District (the "District") and the Escrow Agent.

The Defeased Bonds will be called for optional redemption on the Redemption Date at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the Redemption Date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XII of the Master Trust Indenture dated as of August 1, 2005 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in trust to Wachovia Bank, National Association, as trustee (the "Trustee"), under which the Defeased Bonds were issued and are secured. **This notice does not constitute a notice of redemption and no Bonds should be delivered to the District or its Paying Agent or the Trustee as a result of this publication.**

The Trustee for the Defeased Bonds will provide notice of redemption in accordance with the provisions of the Master Indenture.

Dated: February 22, 2022

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as Trustee

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\* Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

# SECTION ii

## RESOLUTION 2022-10

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022; CONFIRMING AND ADOPTING A SUPPLEMENTAL SPECIAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2022 BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Ashton II Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct and/or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

**WHEREAS**, the District, on November 30, 2006, in accordance with Chapters 170, 190 and 197, *Florida Statutes*, without limitation, adopted Resolution 2007-05; and

**WHEREAS**, Resolution 2007-05 was adopted in connection with the District's issuance of its \$5,025,000 Capital Improvement Revenue Bonds, Series 2006A (the "**Series 2006A Bonds**") and its \$20,420,000 Capital Improvement Revenue Bonds, Series 2006B (the "**Series 2006B Bonds**," and with the Series 2006A Bonds, the "**Series 2006 Bonds**"), in order to levy special assessments securing payment of debt service on the Series 2006A Bonds and Series 2006B Bonds (respectively, the "**Series 2006A Assessments**," and "**Series 2006B Assessments**," and together the "**Series 2006 Assessments**"); and

**WHEREAS**, the outstanding Series 2006 Bonds and Series 2006 Assessments were subsequently partially restructured pursuant to that certain Restructuring Agreement dated June 15, 2017 (the "**Restructuring Agreement**"), including but not limited to reducing the number of units subject to the Series 2006A Assessments from 287 to 271 (the "**Density Reduction Units**"); and

**WHEREAS**, in order to achieve both aggregate and annual debt service savings, the District has determined it is in the best interest of the District, its residents and landowners, to refinance the outstanding Series 2006A Bonds via the issuance of refunding bonds; and

**WHEREAS**, the District has entered into a commitment letter with Hancock Whitney Bank, a Mississippi state-chartered bank for the purchase of its \$3,245,000 Lake Ashton II Community Development District Capital Improvement Revenue Refunding Bond, Series 2022 ("**Series 2022 Bonds**"); and

**WHEREAS**, pursuant to and consistent with Resolution 2007-05, this Resolution shall set forth the terms of Series 2022 Bonds actually issued by the District and confirm the lien of the special assessments securing the Series 2022 Bonds (the “**Series 2022 Assessments**”).

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2007-05.

**SECTION 2. FINDINGS.** The Board of Supervisors (the “**Board**”) of the District hereby finds and determines as follows:

(a) On November 30, 2006, the Board, after due notice and public hearing, adopted Resolution 2007-05, which, among other things, equalized, approved, confirmed and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. This Resolution shall supplement Resolution 2007-05 for the purpose of setting forth the specific terms of the Series 2022 Bonds and certifying the amount of the lien of the special assessments securing any portion of the Series 2022 Bonds, including interest, costs of issuance, and the number of payments due.

(b) The *Assessment Allocation Report*, dated February 18, 2022, attached to this Resolution as **Exhibit A** (the “**Supplemental Assessment Methodology**”), applies the *Special Assessment Methodology Report* dated August 11, 2005, as supplemented by the *Series 2006 Special Assessment Methodology Report* dated November 17, 2006, which was approved by Resolution 2007-05 (together, the “**Master Assessment Methodology**”), to the actual terms of the Series 2022 Bonds. The Supplemental Assessment Methodology is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2022 Bonds.

(c) The capital improvement project, as described in the *Amended and Restated Engineering Report*, dated October 27, 2006, as revised, constructed in connection with the Series 2006A Bonds (the “**Series 2006A Project**”) continues to specially benefit all the properties identified in the Supplemental Assessment Methodology. The benefits of the Series 2006A Project exceed the assessments allocated as provided in the Supplemental Assessment Methodology.

**SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2022 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2022 BONDS.** This Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the Series 2022 Assessments securing the Series 2022 Bonds. The Series 2022 Bonds, in a par amount of \$3,245,000, shall bear such rate of interest and maturity as shown on **Exhibit B** attached hereto. The sources and uses of funds of the Series 2022 Bonds shall be as set forth in **Exhibit C**. The debt service due on the Series 2022 Bonds is set forth on **Exhibit D** attached hereto. The lien of the Series 2022 Assessments securing the Series 2022 Bonds on certain

developable land within the District, as such land is described in **Exhibit A**, shall be the principal amount due on the Series 2022 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

**SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2022 BONDS; ADDRESSING COLLECTION OF THE SAME.**

(a) The Series 2022 Assessments for the Series 2022 Bonds shall be allocated in accordance with **Exhibit A**. The Supplemental Assessment Methodology is consistent with the District's Master Assessment Methodology. The Supplemental Assessment Methodology, considered herein, reflects the actual terms of the issuance of the District's Series 2022 Bonds. The estimated costs of collection of the Series 2022 Assessments for the Series 2022 Bonds are as set forth in the Supplemental Assessment Methodology.

(b) The lien of the Series 2022 Assessments securing the Series 2022 Bonds includes that certain land within the District (as those district boundaries may be adjusted pursuant to law) that originally secured the Series 2006A Bonds, except the those certain Density-Reduction Units or those that prepaid their Series 2006A Assessments in full, as further provided in the final assessment roll included in the Supplemental Assessment Methodology, and as such land is ultimately defined and set forth in plats, site plans or other designations of developable acreage. To the extent land is added to the District and made subject to the master assessment lien described in the Master Assessment Methodology, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted and reallocate the Series 2022 Assessments securing the Series 2022 Bonds and impose Series 2022 Assessments on the newly added and benefitted property.

(c) Considering Series 2006A Assessment receivables and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated as of August 1, 2005, as supplemented by the Fourth Supplemental Trust Indenture, dated as of February 1, 2022, the District shall for Fiscal Year 2022/2023 begin annual collection of Series 2022 Assessments for the Series 2022 Bonds debt service payment using the methods available to it by law. The Series 2022 Bonds proceeds, together with other funds of the District, will be applied to (i) currently refund and redeem the Series 2006A Bonds and (ii) pay certain costs associated with the issuance of the Series 2022 Bonds. Beginning with the first debt service payment on May 1, 2022, there shall be sixteen and one-half (16.5) years of semi-annual installments of principal and interest, as reflected on **Exhibit D**.

(d) The District hereby certifies the Series 2022 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Polk County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2022 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2022 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2022 Assessments in future years, and the District reserves the right in its sole discretion to select

collection methods in any given year, regardless of past practices. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the Series 2022 Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect Series 2022 Assessments using methods available to the District authorized by Florida law.

**SECTION 5. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Series 2022 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2022 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 6. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record an Amended and Restated Notice of Series 2022 Assessments securing the Series 2022 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2007-05, which remains in full force and effect. This Resolution and Resolution 2007-05 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 8. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[SIGNATURE ON FOLLOWING PAGE]

**PASSED** in Public Session of the Board of Supervisors of the Lake Ashton II Community Development District, this 18<sup>th</sup> day of February, 2022.

**ATTEST:**

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

- Exhibit A:** Supplemental Assessment Methodology
- Exhibit B:** Maturities and Coupon of Series 2022 Bonds
- Exhibit C:** Sources and Uses of Funds for Series 2022 Bonds
- Exhibit D:** Annual Debt Service on Series 2022 Bonds

**Exhibit A**

**Supplemental Assessment Methodology**

## Exhibit B

### Maturities and Coupon of Series 2022 Bonds

Jan 31, 2022 4:36 pm

(Finance 8.700 Lake Ashton II 2006 Refi:LA2FINAL-REFUND01,REFUND01) Page 9

FORM 8038 STATISTICS

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Refunding Bonds, Series 2022  
(Polk County, Florida)  
HANCOCK WHITNEY BANK TERM SHEET  
FINAL VERIFIED NUMBERS

Dated Date            02/22/2022  
Delivery Date        02/22/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bank due 5/1/2038:						
	05/01/2023	170,000.00	1.768%	100.000	170,000.00	170,000.00
	05/01/2024	170,000.00	2.006%	100.000	170,000.00	170,000.00
	05/01/2025	175,000.00	2.153%	100.000	175,000.00	175,000.00
	05/01/2026	180,000.00	2.269%	100.000	180,000.00	180,000.00
	05/01/2027	185,000.00	2.372%	100.000	185,000.00	185,000.00
	05/01/2028	185,000.00	2.462%	100.000	185,000.00	185,000.00
	05/01/2029	190,000.00	2.546%	100.000	190,000.00	190,000.00
	05/01/2030	195,000.00	2.624%	100.000	195,000.00	195,000.00
	05/01/2031	200,000.00	2.700%	100.000	200,000.00	200,000.00
	05/01/2032	210,000.00	2.774%	100.000	210,000.00	210,000.00
	05/01/2033	215,000.00	2.840%	100.000	215,000.00	215,000.00
	05/01/2034	220,000.00	2.899%	100.000	220,000.00	220,000.00
	05/01/2035	225,000.00	2.953%	100.000	225,000.00	225,000.00
	05/01/2036	235,000.00	3.003%	100.000	235,000.00	235,000.00
	05/01/2037	240,000.00	3.049%	100.000	240,000.00	240,000.00
	05/01/2038	250,000.00	3.093%	100.000	250,000.00	250,000.00
		3,245,000.00			3,245,000.00	3,245,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2038	3.093%	250,000.00	250,000.00		
Entire Issue			3,245,000.00	3,245,000.00	9.2518	2.8084%

**Exhibit C**  
**Sources and Uses of Funds for Series 2022 Bonds**

Jan 31, 2022 4:36 pm

(Finance 8.700 Lake Ashton II 2006 Refi:LA2FINAL-REFUND01,REFUND01) Page 1

SOURCES AND USES OF FUNDS

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
 Capital Improvement Refunding Bonds, Series 2022  
 (Polk County, Florida)  
 HANCOCK WHITNEY BANK TERM SHEET  
 FINAL VERIFIED NUMBERS

Dated Date            02/22/2022  
 Delivery Date        02/22/2022

Sources:

<b>Bond Proceeds:</b>	
Par Amount	3,245,000.00
<b>Other Sources of Funds:</b>	
2006AB DFSN Cost	3,450.66
2006AB Acq & Const	4,761.69
2006AB General Const	0.03
2006AB Revenue	236,593.59
2006A Prepayment	15,712.28
2006A Sinking	0.05
2006AB Restruc COI	28.90
2006A Reserve	76,712.50
	337,259.70
	3,582,259.70

Uses:

<b>Refunding Escrow Deposits:</b>	
Cash Deposit	3,389,895.22
<b>Delivery Date Expenses:</b>	
Cost of Issuance	189,337.50
<b>Other Uses of Funds:</b>	
Rounding	3,026.98
	3,582,259.70

Note: \*Interest due to 11/1/2022 of \$59,221.87 to be paid from Assmts Receivable of \$62,168.91.

## Exhibit D

### Annual Debt Service on Series 2022 Bonds

Jan 31, 2022 4:36 pm

(Finance 8.700 Lake Ashton II 2006 Refi:LA2FINAL-REFUND01,REFUND01) Page 14

#### BOND DEBT SERVICE

LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
Capital Improvement Refunding Bonds, Series 2022  
(Polk County, Florida)  
HANCOCK WHITNEY BANK TERM SHEET  
FINAL VERIFIED NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2022			16,410.88	16,410.88	
11/01/2022			42,810.99	42,810.99	59,221.87
05/01/2023	170,000	1.7676%	42,810.99	212,810.99	
11/01/2023			41,308.53	41,308.53	254,119.52
05/01/2024	170,000	2.0058%	41,308.53	211,308.53	
11/01/2024			39,603.60	39,603.60	250,912.13
05/01/2025	175,000	2.1526%	39,603.60	214,603.60	
11/01/2025			37,720.07	37,720.07	252,323.67
05/01/2026	180,000	2.2692%	37,720.07	217,720.07	
11/01/2026			35,677.79	35,677.79	253,397.86
05/01/2027	185,000	2.3716%	35,677.79	220,677.79	
11/01/2027			33,484.06	33,484.06	254,161.85
05/01/2028	185,000	2.4624%	33,484.06	218,484.06	
11/01/2028			31,206.34	31,206.34	249,690.40
05/01/2029	190,000	2.5456%	31,206.34	221,206.34	
11/01/2029			28,788.02	28,788.02	249,994.36
05/01/2030	195,000	2.6237%	28,788.02	223,788.02	
11/01/2030			26,229.91	26,229.91	250,017.93
05/01/2031	200,000	2.7000%	26,229.91	226,229.91	
11/01/2031			23,529.91	23,529.91	249,759.82
05/01/2032	210,000	2.7743%	23,529.91	233,529.91	
11/01/2032			20,616.90	20,616.90	254,146.81
05/01/2033	215,000	2.8400%	20,616.90	235,616.90	
11/01/2033			17,563.90	17,563.90	253,180.80
05/01/2034	220,000	2.8990%	17,563.90	237,563.90	
11/01/2034			14,375.00	14,375.00	251,938.90
05/01/2035	225,000	2.9527%	14,375.00	239,375.00	
11/01/2035			11,053.21	11,053.21	250,428.21
05/01/2036	235,000	3.0028%	11,053.21	246,053.21	
11/01/2036			7,524.92	7,524.92	253,578.13
05/01/2037	240,000	3.0491%	7,524.92	247,524.92	
11/01/2037			3,866.00	3,866.00	251,390.92
05/01/2038	250,000	3.0928%	3,866.00	253,866.00	
11/01/2038					253,866.00
	3,245,000		847,129.18	4,092,129.18	4,092,129.18

# SECTION 1

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**ASSESSMENT ALLOCATION REPORT**

**FOR THE CAPITAL IMPROVEMENT REVENUE**

**REFUNDING BONDS, SERIES 2022**

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

**February 18, 2022**

Prepared by



Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road  
Sunrise, FL 33351

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## 1.0 Introduction

The Lake Ashton II Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended.

On December 1, 2006, the District issued its Capital Improvement Revenue Bonds, Series 2006A in the original principal amount of \$5,025,000 (the “Series 2006A Bonds”). The District allocated the debt assessments associated with the Series 2006A Bonds (the “Series 2006A Assessments”) to the benefitted properties as described in the Special Assessment Methodology Report dated August 11, 2005 and the Series 2006 Special Assessment Methodology Report dated November 17, 2006 (together the “Original Methodology”). On June 15, 2017, the Bondholder and the Trustee (at the direction of the Bondholder) entered into a certain Restructuring Agreement (the “Restructuring Agreement”) to provide certain restructuring actions with respect to the Outstanding Series 2006A Bonds, including to reducing the number of single-family residential planned units for the portion of the property within the District known as Phase II from 287 to 271 units, all as further provided in in the Restructuring Agreement. The District will issue a new series of bonds to refund the Series 2006A Bonds. Capitalized terms not otherwise defined herein shall have the same meaning as defined in the Master Trust Indenture dated August 1, 2005, as supplemented by the Fourth Supplemental Trust Indenture dated February 1, 2022, both by and between the District and Trustee.

### 1.1 Purpose

This report (the “Report”) supplements the Original Methodology taking into consideration the Restructuring Agreement and the reduction in assessment principal and interest and annual assessments per unit as a result of refinancing the Series 2006A Bonds through the issuance by the District of its Capital Improvement Revenue Refunding Bonds, Series 2022 (the “Series 2022 Bonds”) at a reduced interest rate and a reduced debt service reserve requirement. Assessments associated with the Series 2022 Bonds (the “Series 2022 Assessments”) will be allocated to each of the assessable units that have not already prepaid their Series 2006A Assessments in full, and benefit from the improvements financed with a portion of the proceeds of the Series 2006A Bonds (“2006A Project”) in accordance with the Original Methodology.

The District has previously imposed the Series 2006A Assessments on the benefitted lands within the District in order to secure repayment of the

Series 2006A Bonds . Currently, all Series 2006A Assessments are collected pursuant to the Uniform Method of Collection described in Chapter 197, Florida Statutes (the "Uniform Method"). Upon completion of the refinancing, the Series 2022 Assessments will continue to be collected through the Uniform Method or any other legal means available to the District. It is not the intent of this Report to address any other assessments, if applicable, that may be levied by the District, a property owner's association, or any other unit of government.

## 1.2 Requirements of a Valid Assessment Methodology

There are two requirements under Florida Law for a valid special assessment:

- 1.) The properties must receive a special benefit from the improvements being paid for, and
- 2.) The assessments must be fairly and reasonably allocated to the properties being assessed.

This Report does not change the allocation of benefits received from the improvements constituting the 2006A Project that were financed with the Series 2006A Bonds nor does this Report modify the process of allocating the debt represented by the Series 2022 Bonds to the properties within the District receiving such benefit from what was previous adopted in the Original Methodology.

## 2.0 Assessment Methodology

### 2.1 Overview

The District will issue the Series 2022 Bonds in the principal amount of \$3,245,000 to refund the Series 2006A Bonds and pay the costs of issuance related to the refunding. It is the purpose of this Report to allocate the \$3,245,000 in Series 2022 Assessments to the properties benefitting from the improvements based on the Original Methodology.

There are 271 residential units within a portion of the District that benefitted from the 2006A Project as shown in Table 1. Of these 271 residential units, 15 residential units have prepaid their Series 2006A Assessment, and will not be subject to the Series 2022 Assessments. The remaining 256 units will comprise the 2022 Assessment Area, as further identified in Table 4. Table 2 displays the sizing for the Series 2022 Bonds. The Series 2022 Bonds have an average coupon rate of 2.822% and a final maturity date of May 1, 2038. The debt is allocated to each of the 256 assessable residential units based on the Original Methodology. The pre-refunding per unit par and annual assessment amounts, and the par and annual assessment amounts based on the refunding for the 256 assessable residential units are shown in Table 3.

## 2.2 Assessment Roll

The District will allocate the Series 2022 Assessments to the 256 assessable residential units constituting the 2022 Assessment Area on a per unit basis in the amounts shown in Table 3. The Series 2022 Assessment roll is depicted in Table 4.

## 3.0 Additional Information

Governmental Management Services-South Florida, LLC (GMS) does not represent the District as a Municipal Advisor or Security Broker, nor is GMS registered to provide such services as described in Section 15B of the Security and Exchange Act of 1934, as amended. Similarly, GMS does not provide the District with financial advisory services or offer investment advice.

Certain information in this report was provided by members of the District staff, the Landowner or other professionals hired in conjunction with the bond issuance, GMS makes no representation regarding the information provided by other

**Table 1**  
**Lake Ashton II**  
**Community Development District - 2022 Assessment Area**  
**Development**

<b>Description</b>	<b>Units</b>	<b>Assessable Units*</b>
Single-Family	271	256

\* As of February 1, 2022 a total of 15 of the 271 residential units will have prepaid their 2006 Assessments in full and will not be subject to the Series 2022 Assessment.

<b>Table 2</b> <b>Lake Ashton II</b> <b>Community Development District - 2022 Assessment Area</b> <b>Bond Sizing</b>
---

**Sources:**

Bond Proceeds:	
<b>Par Amount</b>	<b>\$3,245,000.00</b>
Other Sources of Funds:	
Liquidation of 2006AB DFSN Cost	\$3,450.66
Liquidation of 2006AB Acq & Construction	\$4,761.69
Liquidation of 2006AB General Const	\$0.03
Liquidation of 2006AB Revenue	\$236,593.59
Liquidation of 2006A Prepayment Account	\$15,712.28
Liquidation of 2006A Sinking	\$0.05
Liquidation of 2006AB Restructure COI	\$28.90
Liquidation of 2006A Reserve	\$76,712.50
	<u>\$337,259.70</u>
	<u>\$3,582,259.70</u>

**Uses:**

Refunding Escrow Deposits:	
Cash Deposit	\$3,389,895.22
Delivery Date Expenses:	
Cost of Issuance	\$189,337.50
Other Uses of Funds:	
Rounding	\$3,026.98
	<u>\$3,582,259.70</u>

\*Interest due through 11/1/2022 of \$59,221.87 will be paid from assessment receivables levied for the fiscal year 2021-22 debt service in the amount of \$62,168.91.

**Bond Assumptions:**

Interest Rate-Average	2.822%
Maximum Annual Assessment	\$254,161.85
Amortization (years), final payment 5/1/2038	16

Information provided by MBS Capital Markets, LLC

**Table 3**  
**Lake Ashton II**  
**Community Development District - 2022 Assessment Area**  
**Assessment Allocation**

**Series 2006A Assessment Allocation as of 2/1/22**

Description	Assessable Units	Total Par	Par per Unit	Annual Assessment	Annual Debt Service per Unit	Annual Debt Service per Unit (tax bill)*
Residential	256	\$3,320,000	\$12,968.75	\$297,600.00	\$1,162.50	\$1,250.00
<b>Totals</b>	<b>256</b>	<b>\$3,320,000</b>		<b>\$297,600.00</b>		

**Series 2022 Assessment Allocation Post-Refinancing**

Description	Assessable Units**	Total Par	Par per Unit	Annual Assessment	Annual Debt Service per Unit	Annual Debt Service per Unit (tax bill)*
Residential	256	\$3,245,000	\$12,675.79	\$254,161.85	\$992.82	\$1,067.55
<b>Totals</b>	<b>256</b>	<b>\$3,245,000</b>		<b>\$254,161.85</b>		

\*This amount has been grossed up to cover early payment discounts and Polk County collection fees, currently 7%.

\* As of February 1, 2022 a total of 15 of the 271 residential units will have prepaid their 2006 Assessments in full and will not be subject to the Series 2022 Assessment.







# SECTION D

**RESOLUTION 2022-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Sarah R. Sandy of Kutak Rock LLP is hereby designated as the Registered Agent for the Lake Ashton II Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at the office of Kutak Rock LLP, 113 South Monroe Street, Suite 116, Tallahassee, Florida 32301 until February 15, 2022. Commencing February 16, 2022, the District’s Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Polk County and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February, 2022.

**ATTEST:**

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION E

**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH POLK COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICTS BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Ashton II Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, and Polk County Ordinance No. 05-006, as amended by Ordinance No. 05-042, amending the boundaries of the District (together, the "**Ordinance**"); and

**WHEREAS**, the District presently consists of 507 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, within the greater Lake Ashton community ("**Lake Ashton Community**"), which includes the lands within the District and the Lake Ashton Community Development District ("**Lake Ashton CDD**"), there is a golf course facility ("**Golf Club**") consisting of two (2) 18-hole golf courses (respectively, the "**East Course**" and the "**West Course**"); and

**WHEREAS**, the District owns the real property constituting the West Course, which includes, in part, 3 consecutive golf course holes as further described in **Exhibit A** attached hereto ("**Boundary Amendment Parcel**") located within the Lake Ashton CDD and the City of Lake Wales, Florida ("**City**"); and

**WHEREAS**, the District and Lake Ashton CDD previously entered that certain Interlocal Agreement Regarding the Acquisition, Operation and Maintenance of the Golf Club effective as of December 9, 2019, and recorded at Book 11068 Page 1647 in the Official Records of Polk County (the "**Interlocal Agreement**"); and

**WHEREAS**, pursuant to Section 6.2 of the Interlocal Agreement, the Lake Ashton CDD agreed to support a petition to amend its' boundaries to remove the Boundary Amendment Parcel, so such parcel can be added into the District's boundaries; and

**WHEREAS**, the amendment of the boundaries to add the lands will not impact the development of the overall lands in the District as a functionally interrelated community and said lands will remain sufficient for the compact and economical development of the lands within the District; and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, addition of the land in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plan; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

**WHEREAS**, pursuant to Section 6.2 of the Interlocal Agreement, the District has agreed to provide sufficient funds for any expenditures related to the boundary amendment including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to Polk County, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

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

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with Polk County, Florida, to seek the amendment of the District’s boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District’s boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairman and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to Polk County, Florida to amend the boundaries of the District.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February, 2022.

ATTEST:

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

**EXHIBIT A**

## **EXHIBIT A**

### **Boundary Amendment Parcels**

1. Tract GC-17 of Lake Ashton Golf Club Plat Phase VI, Plat Book 144, Pages 12-14, Polk County, Florida (Polk County Parcel Identification Number: 272919865202011980)
2. A portion of Tract GC-16 of Lake Ashton Golf Club Plat Phase V, Plat Book 143, Pages 22-24, Polk County, Florida (Polk County Parcel Identification Number: 272919865201010660)
3. A portion of Tract GC-12 of Lake Ashton Golf Club Plat Phase II, Plat Book 119, Pages 17-25, Polk County, Florida (Polk County Parcel Identification Number: 27-29-19-865200-005940)
4. Lots 540, 541, and a portion of Lot 542 of Lake Ashton Golf Club Plat Phase II, Plat Book 119, Pages 17-25, Polk County, Florida (Polk County Parcel Identification Number: 27-29-19-865200-005400)

The above parcels being further described in the following pages from the Polk County Property Appraiser and Polk County Tax Collector.

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

ACCOUNT NUMBER  
272919-865202-011980

**PAY, SEARCH OR PRINT RECEIPT AT**  
**polktaxes.com**  
**(863) 534-4700**

02/04/2022 09:56:58

LAKE ASHTON II COMMUNITY DEVELOPMENT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

STONE CREEK LOOP  
LAKE ASHTON GOLF CLUB PHASE VI PB 144 PG  
12-14 TRACT GC-17

RETAIN THIS PORTION  
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	37,650	37,650	0	1.2000	\$0.00	
C100 POLK COUNTY GENERAL FUND	37,650	37,650	0	5.4490	\$0.00	
C102 POLK COUNTY EMERGENCY MEDICAL SCHOOL GENERAL FUND	37,650	37,650	0	0.2500	\$0.00	
SCHOOL LOCAL CAPITAL IMPROVEMENT	37,650	37,650	0	4.3290	\$0.00	
CITY OF LAKE WALES	37,650	37,650	0	1.5000	\$0.00	
SOUTHWEST FLA WATER MGMT DIST	37,650	37,650	0	6.7697	\$0.00	
				0.2535	\$0.00	
<b>TOTAL</b>				19.7512	<b>\$0.00</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
TOTAL NON-AD VALOREM ASSESSMENTS			\$0.00

COMBINED TAXES AND ASSESSMENTS \$0.00

<b>If Paid By</b>	<b>Feb 04, 2022</b>	<b>Mar 31, 2022</b>	<b>Apr 30, 2022</b>	<b>May 31, 2022</b>	<b>Jun 30, 2022</b>
<b>Please Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL  
1289978**

ACCOUNT NUMBER  
272919-865202-011980

LAKE ASHTON II COMMUNITY DEVELOPMENT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

STONE CREEK LOOP  
LAKE ASHTON GOLF CLUB PHASE VI PB 144 PG  
12-14 TRACT GC-17

**PAY ONLY ONE AMOUNT**

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

<b>If Paid By</b>	<b>Feb 04, 2022</b>	<b>Mar 31, 2022</b>	<b>Apr 30, 2022</b>	<b>May 31, 2022</b>	<b>Jun 30, 2022</b>
<b>Please Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Property Description

**Parcel ID:** 272919865202011980  
**Owner1:** LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
**Location Address:** 0 STONE CREEK LOOP  
**City/St/Zip:** LAKE WALES FL 33859

**MAP DISCLAIMER:**

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**

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**Property Description:**

LAKE ASHTON GOLF CLUB PHASE VI PB 144 PG 12-14 TRACT GC-17

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

ACCOUNT NUMBER  
272919-865201-010660

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**(863) 534-4700**

02/04/2022 09:58:38

LAKE ASHTON II COMMUNITY DEVELOPEME  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

DUNMORE DR  
LAKE ASHTON GOLF CLUB PHASE V PB 143 PG  
22-24 TRACT GC-16 THAT PT DESC AS BEG SW COR  
N89-29-39E 1319.41 FT N49-15-56W 33.52 FT  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

RETAIN THIS PORTION  
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	3,099	3,099	0	1.2000	\$0.00	
C100 POLK COUNTY GENERAL FUND	3,099	3,099	0	5.4490	\$0.00	
C102 POLK COUNTY EMERGENCY MEDICAL SCHOOL GENERAL FUND	3,099	3,099	0	0.2500	\$0.00	
SCHOOL LOCAL CAPITAL IMPROVEMENT	3,099	3,099	0	4.3290	\$0.00	
CITY OF LAKE WALES	3,099	3,099	0	1.5000	\$0.00	
SOUTHWEST FLA WATER MGMT DIST	3,099	3,099	0	6.7697	\$0.00	
				0.2535	\$0.00	
<b>TOTAL</b>				19.7512	<b>\$0.00</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
TOTAL NON-AD VALOREM ASSESSMENTS			\$0.00

COMBINED TAXES AND ASSESSMENTS \$0.00

<b>If Paid By</b>	<b>Feb 04, 2022</b>	<b>Mar 31, 2022</b>	<b>Apr 30, 2022</b>	<b>May 31, 2022</b>	<b>Jun 30, 2022</b>
<b>Please Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

**1289878**

ACCOUNT NUMBER  
272919-865201-010660

LAKE ASHTON II COMMUNITY DEVELOPEME  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

DUNMORE DR  
LAKE ASHTON GOLF CLUB PHASE V PB 143 PG  
22-24 TRACT GC-16 THAT PT DESC AS BEG SW COR  
N89-29-39E 1319.41 FT N49-15-56W 33.52 FT  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

**PAY ONLY ONE AMOUNT**

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

<b>If Paid By</b>	<b>Feb 04, 2022</b>	<b>Mar 31, 2022</b>	<b>Apr 30, 2022</b>	<b>May 31, 2022</b>	<b>Jun 30, 2022</b>
<b>Please Pay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Property Description

**Parcel ID:** 272919865201010660  
**Owner1:** LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
**Location Address:** 0 DUNMORE DR  
**City/St/Zip:** LAKE WALES FL 33859

**MAP DISCLAIMER:**

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**

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**Property Description:**

LAKE ASHTON GOLF CLUB PHASE V PB 143 PG 22-24 TRACT GC-16 THAT PT DESC AS BEG SW COR N89-29-39E 1319.41 FT N49-15-56W 33.52 FT N62-23-09W 32.48 FT N89-26-26W 900.40 FT S70-50-25W 38.27 FT N89-00-51W 35.27 FT S66-39-43W 63.77 FT N81-10-41W 20.73 FT S89-49-23W 90.80 FT N84-03-45W 31.42 FT N75-05-29W 87.86 FT S89-41-54W 7.66 FT S00-17-21E 48.86 FT TO POB

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

ACCOUNT NUMBER  
272919-865200-005940

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**(863) 534-4700**

02/04/2022 09:54:04

LAKE ASHTON II COMMUNITY DEVELOPE  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

OLSEN RD  
LAKE ASHTON GOLF CLUB PHASE II PB 119 PGS  
17-25 THAT PT OF TRACT GC-12 DESC AS COMM SW  
COR SAID TRACT GC-12 RUN N00-51-50W 32.47 FT  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

RETAIN THIS PORTION  
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	76	76	0	1.2000	\$0.00	
C100 POLK COUNTY GENERAL FUND	76	76	0	5.4490	\$0.00	
C102 POLK COUNTY EMERGENCY MEDICAL	76	76	0	0.2500	\$0.00	
SCHOOL GENERAL FUND	76	76	0	4.3290	\$0.00	
SCHOOL LOCAL CAPITAL IMPROVEMENT	76	76	0	1.5000	\$0.00	
CITY OF LAKE WALES	76	76	0	6.7697	\$0.00	
SOUTHWEST FLA WATER MGMT DIST	76	76	0	0.2535	\$0.00	
<b>TOTAL</b>				19.7512	<b>\$0.00</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
<b>TOTAL NON-AD VALOREM ASSESSMENTS</b>			<b>\$0.00</b>

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By	Feb 04, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022	Jun 30, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

1289814

ACCOUNT NUMBER  
272919-865200-005940

LAKE ASHTON II COMMUNITY DEVELOPE  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

OLSEN RD  
LAKE ASHTON GOLF CLUB PHASE II PB 119 PGS  
17-25 THAT PT OF TRACT GC-12 DESC AS COMM SW  
COR SAID TRACT GC-12 RUN N00-51-50W 32.47 FT  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

**PAY ONLY ONE AMOUNT**

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

If Paid By	Feb 04, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022	Jun 30, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00

### Property Description

**Parcel ID:** 272919865200005940  
**Owner1:** LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT  
**Location Address:** 0 OLSEN RD  
**City/St/Zip:** LAKE WALES FL 33859

**MAP DISCLAIMER:**

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**Property Description:**

LAKE ASHTON GOLF CLUB PHASE II PB 119 PGS 17-25 THAT PT OF TRACT GC-12 DESC AS COMM SW COR SAID TRACT GC-12 RUN N00-51-50W 32.47 FT TO POB CONT N ALONG W LINE SAID TRACT 150.50 FT S89-57-43E 7.42 FT S09-54-54E 48.17 FT S07-26-07W 103.91 FT TO POB

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL**

ACCOUNT NUMBER  
272919-865200-005400

**PAY, SEARCH OR PRINT RECEIPT AT**  
**polktaxes.com**  
**(863) 534-4700**

02/04/2022 10:00:16

LAKE ASHTON II COMMUNITY DEVELOPEM  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

LAKE SUMMIT DR W  
LAKE ASHTON GOLF CLUB PHASE II PB 119 PGS  
17-25 LOTS 540 & 541 & THAT PT LOT 542 DESC  
AS COMM NW COR LOT 542 RUN S 27.37 ALONG WLY  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

RETAIN THIS PORTION  
FOR YOUR RECORDS

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	1,095	1,095	0	1.2000	\$0.00	
C100 POLK COUNTY GENERAL FUND	1,095	1,095	0	5.4490	\$0.00	
C102 POLK COUNTY EMERGENCY MEDICAL SCHOOL GENERAL FUND	1,095	1,095	0	0.2500	\$0.00	
SCHOOL LOCAL CAPITAL IMPROVEMENT	1,095	1,095	0	4.3290	\$0.00	
CITY OF LAKE WALES	1,095	1,095	0	1.5000	\$0.00	
SOUTHWEST FLA WATER MGMT DIST	1,095	1,095	0	6.7697	\$0.00	
				0.2535	\$0.00	
<b>TOTAL</b>				19.7512	<b>\$0.00</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
<b>TOTAL NON-AD VALOREM ASSESSMENTS</b>			<b>\$0.00</b>

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By	Feb 04, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022	Jun 30, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00

**JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA**

**2021 REAL ESTATE PROPERTY TAX BILL  
1289762**

ACCOUNT NUMBER  
272919-865200-005400

LAKE ASHTON II COMMUNITY DEVELOPEM  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

LAKE SUMMIT DR W  
LAKE ASHTON GOLF CLUB PHASE II PB 119 PGS  
17-25 LOTS 540 & 541 & THAT PT LOT 542 DESC  
AS COMM NW COR LOT 542 RUN S 27.37 ALONG WLY  
\*\*\* SEE TAX ROLL FOR EXTRA LEGAL \*\*\*

**PAY ONLY ONE AMOUNT**

PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR - PO BOX 1189, BARTOW, FL 33831-1189

If Paid By	Feb 04, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022	Jun 30, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00



# SECTION H

**AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**THIS AMENDMENT** is made and entered into effective as of the 16<sup>th</sup> day of FEBRUARY 2022, by and between ("**Amendment**"):

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 ("**District**"), and

**RAYL ENGINEERING & SURVEYING, LLC**, a Florida limited liability company, with a mailing address of 810 East Main Street, Bartow, Florida 33830 ("**Engineer**").

**RECITALS**

**WHEREAS**, the District was established by the County Commission of Polk County, Florida, for purposes of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District and Engineer (the "**Parties**"), previously entered into that certain *Agreement between the Lake Ashton II Community Development District and Rayl Engineering & Surveying, LLC, for Professional Engineering Services* dated February 10, 2017, as assigned ("**Agreement**") ; and

**WHEREAS**, pursuant to the Section 21 of the Agreement, the Parties wish to amend the Agreement in order to revise the Engineer Rate Schedule attached to the Agreement as Schedule A; and

**WHEREAS**, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Engineer agree as follows:

**SECTION 1.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Amendment.

**SECTION 2.** The Agreement is hereby amended to replace, in its entirety, the Rate Schedule attached to the Agreement as Schedule A with the Rate Schedule attached to this Amendment as **Exhibit A**.

**SECTION 2.** All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

**IN WITNESS WHEREOF,** the parties execute this Amendment the day and year first written above.

Attest:

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

**RAYL ENGINEERING & SURVEYING, LLC**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: ALAN L. RAYL  
Its: OWNER

**Exhibit A: Revised Rate Schedule**

**EXHIBIT A**



**Public Sector Hourly Rate Schedule**

Rates are effective January 1, 2022, and are subject to increase annually.

Sr. Professional/Principal.....	\$200.00/hour
Project Engineer/PE.....	\$175.00/hour
Sr. Project Manager.....	\$165.00/hour
Project Engineer/E.I.....	\$140.00/hour
Project Manager.....	\$120.00/hour
Sr. Design Technician.....	\$110.00/hour
Design Technician.....	\$100.00/hour
Technical Support/CAD.....	\$95.00/hour
Survey Crew (2 or 3 man).....	\$220.00/hour
Survey Crew (1 man).....	\$200.00/hour
Executive Assistant/Office Manager.....	\$75.00/hour
Clerical/Administrative Assistant.....	\$65.00/hour
Expert Witness Testimony/Research/ Support Services.....	\$425.00/hour

810 East Main Street • Bartow, FL 33830 • 863-537-7901 • alan@raylengineering.com  
www.raylengineering.com

# SECTION IX

# SECTION B



**LA II CDD  
COMMUNITY DIRECTOR  
REPORT**

***Meeting date: February 18, 2022***

**Mary Bosman**  
[mbosman@lakeashton2cdd.com](mailto: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 January 21, 2022 (Not necessarily in order).*

- The HFC pool and spas were inspected by the Florida State Health Department on January 24<sup>th</sup> and no deficiencies were noted on this annual inspection*
- The Feb. 4 Karaoke, and the Feb. 11 Valentine's Dances were both successful*
- Replacement floors are completed in the Sports Court and the Racquetball Courts and activities have resumed in them*
- Walls were painted prior to the floors being installed*
- Scuff free bumpers have been put on the legs of designated tables and chairs for other programs in the Sports Court*
- The 10<sup>th</sup>. Annual Health and Fitness Expo was a huge success with 35 vendors and 350 plus attendees*
- Pickleball tiedowns were replaced r/t recent storm*
- A replacement custom windscreen for the Pickleball Court is being ordered r/t recent storm*
- The OnSpot Dermatology mobile unit will begin services on February 21<sup>st</sup>. This is complete with 3 – 4 private exam rooms for the residents*
- The Fitness Center flooring replacement will begin the week of February 28<sup>th</sup>.*
- The new activity Cardio Kickboxing is becoming increasingly popular with residents*
- A replacement Ping Pong table has been purchased and residents are enjoying 1-3 times weekly*
- Another weekly Bible Study group has formed and is meeting at the HFC*

*Respectfully submitted,*

*Mary Bosman*

# SECTION X

# SECTION A

**LAKE ASHTON II CDD**  
**CHECK REGISTER-GENERAL FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
1/13/22	140	RYAN A BUSWELL	1/09/22	10922	2022/1	IT SERVICES	320-57200-34100	\$ 140.00	67
1/19/22	51	AMERIGAS	1/06/22	31311699	2022/1	POOL HEAT	320-57200-43100	\$ 1,711.33	68
1/19/22	76	CHARTER COMMUNICATIONS	1/12/22	5018300	2022/1	SERVICE THRU 02/10/2022	320-57200-41000	\$ 683.58	69
1/19/22	243	FOX HOLLOW ENTERPRISES INC	12/15/21	6855	2021/12	LANDSCAPE ENHANCEMENTS	320-57200-46220	\$ 8,036.50	70
1/19/22	80	REPUBLIC SERVICES #654	1/14/22	0654-001	2022/2	REFUSE SERVICE 2/1-2/28	320-57200-34900	\$ 273.35	71
1/19/22	152	SECURITAS SECURITY SERVICES USA,INC	1/13/22	10662374	2022/1	GUARD SVCS 1/7/22-1/13/22	320-57200-34500	\$ 4,062.00	72
1/19/22	62	TAMPA ELECTRIC COMPANY	1/14/22	JAN-22	2022/1	JAN 22 ELECTRIC SERVICE	320-57200-43000	\$ 12,134.42	73
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	320-57200-46020	\$ 456.14	74
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	320-57200-49400	\$ 229.85	74
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	320-57200-51000	\$ 358.55	74
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	300-13100-10000	\$ 64.19	74
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	600-53800-67000	\$ 64.19	74
1/19/22	218	WELLS FARGO-ELITE CARD	1/03/22	3184-010	2021/12	CC PURCHASES THRU 1/3/22	600-20700-10000	\$ (64.19)	74
1/25/22	81	MARY BOSMAN	1/01/22	10122	2022/1	JAN 22 HEALTH INSURANCE	320-57200-23000	\$ 250.00	75
1/25/22	140	RYAN A BUSWELL	1/01/22	10122	2022/1	JAN 22 HEALTH INSURANCE	320-57200-23000	\$ 46.48	76
1/25/22	140	RYAN A BUSWELL	1/23/22	12322	2022/1	IT SERVICES	320-57200-34100	\$ 315.00	76
1/25/22	259	KRYSTLE FUNK	1/01/22	10122	2022/1	JAN 22 HEALTH INSURANCE	320-57200-23000	\$ 190.08	77
1/25/22	16	LAKE ASHTON II C/O US BANK	1/25/22	12522	2022/1	TXFER OF TAX RCPTS	300-20700-10100	\$ 8,834.55	78
1/25/22	168	LAKE ASHTON II C/O US BANK	1/25/22	12522	2022/1	TXFER OF TAX RCPTS	300-20700-10300	\$ 9,390.74	79
1/25/22	170	JAMES MARGESON	1/01/22	10122	2022/1	JAN 22 HEALTH INSURANCE	320-57200-23000	\$ 250.00	80
1/25/22	87	KAREN VANKIRK	1/01/22	10122	2022/1	JAN 22 HEALTH INSURANCE	320-57200-23000	\$ 128.04	81
2/01/22	51	AMERIGAS	1/19/22	31317794	2022/1	POOL HEAT	320-57200-43100	\$ 2,290.91	82
2/01/22	245	CA FLORIDA HOLDINGS LLC	12/31/21	4284145	2021/12	LEGAL AD #6590954	310-51300-48000	\$ 49.28	83
2/01/22	245	CA FLORIDA HOLDINGS LLC	12/31/21	4284145	2021/12	LEGAL AD #6590747	310-51300-48000	\$ 115.36	83
2/01/22	245	CA FLORIDA HOLDINGS LLC	12/31/21	4284145	2021/12	LEGAL AD #6679774	310-51300-48000	\$ 109.76	83
2/01/22	64	CITY OF WINTER HAVEN	1/21/22	792401-1	2021/12	SVCS 12/21	320-57200-43200	\$ 715.55	84
2/01/22	70	FLORIDA PEST CONTROL	12/20/21	8689358	2021/12	SVCS 12/21	320-57200-34800	\$ 128.00	85
2/01/22	70	FLORIDA PEST CONTROL	1/15/22	8699704	2022/1	SVCS 01/2022	320-57200-34800	\$ 128.00	85
2/01/22	70	FLORIDA PEST CONTROL	1/17/22	8695058	2022/1	SVCS 01/2022	320-57200-34800	\$ 79.00	85
2/01/22	22	GRAU & ASSOCIATES	1/31/22	21928	2022/1	ARBITRAGE SERIES 2006AB	310-51300-31200	\$ 600.00	86
2/01/22	236	JANI-KING OF ORLANDO	2/01/22	2198126	2022/2	SVCS 02/2022	320-57200-46010	\$ 2,360.00	87

**LAKE ASHTON II CDD**  
**CHECK REGISTER-GENERAL FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
2/01/22	152	SECURITAS SECURITY SERVICES USA,INC	1/20/22	10672912	2022/1	SVCS 01/14-01/20/2022	320-57200-34500	\$ 4,062.00	88
2/01/22	152	SECURITAS SECURITY SERVICES USA,INC	1/27/22	10678320	2022/1	SVCS 01/21-01/27/2022	320-57200-34500	\$ 4,062.00	88
2/01/22	119	WELLS FARGO VENDOR FIN SERV	1/15/22	50185544	2022/2	COPIER LEASE	320-57200-51000	\$ 252.57	89
2/01/22	68	PAULETTE EDMONDS	1/31/22	13122	2022/1	JAN 22 INSTRUCTION	320-57200-34100	\$ 325.00	90
2/01/22	69	LAURIE HEVERLY	1/31/22	13122	2022/1	JAN 22 INSTRUCTION	320-57200-34100	\$ 975.00	91
2/01/22	242	SANDRA PAPINEAU	1/31/22	13122	2022/1	JAN 22 INSTRUCTION	320-57200-34100	\$ 200.00	92
2/08/22	140	RYAN A BUSWELL	2/20/22	22022	2022/2	IT SERVICES	320-57200-34100	\$ 105.00	93
								<b>\$ 64,112.23</b>	

**LAKE ASHTON II CDD**  
**CHECK REGISTER-CAPITAL PROJECTS FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
1/19/22	14	POOL & PATIO CENTER	12/01/21	10220783	2021/12	SALES	600-53800-68015	\$ 867.49	105
1/19/22	14	POOL & PATIO CENTER	1/12/22	11222	2021/12	RHEEM 399,000 BTU HEATER	600-53800-68015	\$ 3,799.00	105
1/19/22	14	POOL & PATIO CENTER	1/12/22	11222	2021/12	HEATER INSTALLATION	600-53800-68015	\$ 200.00	105
1/19/22	25	S&S CONTRACTING OF POLK COUNTY INC	1/11/22	9328	2022/1	CURB/PAVEMENT REPLACEMENT	600-53800-64000	\$ 20,167.50	106
2/01/22	2	COMMERCIAL FITNESS PRODUCTS INC	1/25/22	22010	2022/1	TREADMILL WALKING BELT	600-53800-60000	\$ 362.99	107
2/01/22	34	PRINCE & SONS INC	1/04/22	5256	2022/1	SVCS 01/2022	600-53800-69000	\$ 4,512.07	108
								<b>\$ 29,909.05</b>	

# SECTION B

# LAKE ASHTON II

## COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL REPORTING

AS OF

January 31, 2022

MEETING DATE

February 18, 2022

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I. FINANCIAL STATEMENTS - JANUARY 31, 2022

II. CHECK RUN SUMMARY

III. SPECIAL ASSESSMENT RECEIPTS SCHEDULE - JANUARY 31, 2022

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**January 31, 2022**

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
<b>ASSETS:</b>				
CASH-WELLS FARGO	\$1,305	---	\$12,906	\$14,211
CASH-HANCOCK WHITNEY	\$880,628	---	---	\$880,628
PETTY CASH	\$3,698	---	---	\$3,698
DUE FROM GENERAL FUND	---	---	\$47,412	\$47,412
INVESTMENT - STATE BOARD - SURPLUS FUNDS	\$667	---	\$405,946	\$406,613
<b>SERIES 2006A</b>				
RESERVE A	---	\$76,713	---	\$76,713
REVENUE A	---	\$245,984	---	\$245,984
PREPAYMENT A	---	\$15,712	---	\$15,712
DEFERRED COST A/B	---	\$3,451	---	\$3,451
CONSTRUCTION	---	---	\$4,762	\$4,762
COST OF ISSUANCE	---	---	\$29	\$29
<b>SERIES 2021</b>				
REVENUE	---	\$231,582	---	\$231,582
COST OF ISSUANCE	---	---	\$7,544	\$7,544
DEPOSITS	\$23,307	---	---	\$23,307
<b>TOTAL ASSETS</b>	<b>\$909,605</b>	<b>\$573,442</b>	<b>\$478,599</b>	<b>\$1,961,645</b>
<b>LIABILITIES:</b>				
ACCOUNTS PAYABLE	\$13,567	---	\$4,875	\$18,442
ACCRUED EXPENSES	\$19,160	---	---	\$19,160
ROOM RENTAL DEPOSITS	\$1,500	---	---	\$1,500
DEFERRED REVENUE	\$938	---	---	\$938
DUE TO CAPITAL RESERVE FUND	\$47,412	---	---	\$47,412
<b>TOTAL LIABILITIES</b>	<b>\$82,576</b>	<b>\$0</b>	<b>\$4,875</b>	<b>\$87,451</b>
<b>FUND BALANCES:</b>				
NONSPENDABLES:				
DEPOSITS - TECO	\$23,307	---	---	\$23,307
RESTRICTED FOR:				
DS-SERIES 2006A	---	\$341,860	---	\$341,860
DS-SERIES 2021	---	\$231,582	---	\$231,582
CAPITAL PROJECTS	---	---	\$473,724	\$473,724
ASSIGNED FOR GENERAL FUND	\$136,916	---	---	\$136,916
UNASSIGNED FOR GENERAL FUND	\$666,806	---	---	\$666,806
<b>TOTAL FUND BALANCES</b>	<b>\$827,029</b>	<b>\$573,442</b>	<b>\$473,724</b>	<b>\$1,874,194</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$909,605</b>	<b>\$573,442</b>	<b>\$478,599</b>	<b>\$1,961,645</b>

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
SPECIAL ASSESSMENTS - TAX COLLECTOR	\$1,649,343	\$1,409,248	\$1,409,248	\$0
INTEREST EARNED	\$750	\$250	\$7	(\$243)
RENTAL FEES	\$1,000	\$333	\$150	(\$183)
SECURITY GUARD REVENUE	\$0	\$0	\$822	\$822
TABLE RENTALS	\$0	\$0	\$573	\$573
OFF DUTY OFFICER REVENUE	\$0	\$0	\$0	\$0
ICE CREAM SOCIAL REVENUE	\$0	\$0	\$340	\$340
CONTRIBUTIONS	\$0	\$0	\$862	\$862
CONTRIBUTIONS-RATTLESNAKE LAKE	\$0	\$0	\$11,663	\$11,663
HFC REVENUE	\$0	\$0	\$1,687	\$1,687
<b>TOTAL REVENUES</b>	<b><u>\$1,651,094</u></b>	<b><u>\$1,409,831</u></b>	<b><u>\$1,425,352</u></b>	<b><u>\$15,521</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
ARBITRAGE	\$1,200	\$600	\$600	\$0
ANNUAL AUDIT	\$5,050	\$1,683	\$0	\$1,683
BOUNDARY AMENDMENT	\$45,000	\$15,000	\$0	\$15,000
COMPUTER TIME	\$1,000	\$333	\$333	\$0
DISSEMINATION	\$6,500	\$2,167	\$2,417	(\$250)
DUES, LICENSES, SUBSCRIPTIONS	\$175	\$58	\$175	(\$117)
INSURANCE	\$12,730	\$12,730	\$12,568	\$162
LEGAL ADVERTISING	\$1,500	\$500	\$3,079	(\$2,579)
MANAGEMENT	\$61,800	\$20,600	\$20,000	\$600
OFFICE SUPPLIES	\$250	\$83	\$316	(\$233)
OTHER CURRENT CHARGES	\$2,700	\$900	\$872	\$28
POSTAGE	\$2,000	\$667	\$383	\$283
PRINTING & BINDING	\$1,000	\$333	\$22	\$311
TELEPHONE	\$50	\$17	\$0	\$17
TRUSTEE FEES	\$10,600	\$4,310	\$4,310	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b><u>\$151,555</u></b>	<b><u>\$59,982</u></b>	<b><u>\$45,075</u></b>	<b><u>\$14,906</u></b>
<b><u>FIELD:</u></b>				
ATTORNEY	\$40,000	\$13,333	\$13,588	(\$254)
BUILDING CONTRACT SERVICES				
SECURITY SERVICES	\$7,200	\$2,400	\$390	\$2,010
CLEANING SERVICES	\$28,320	\$9,440	\$9,440	\$0
POOL MAINTENANCE	\$8,400	\$2,800	\$2,496	\$304
BUILDING GROUNDS MAINTENANCE & SUPPLIES				
BUILDING MAINTENANCE/SUPPLIES	\$30,363	\$10,121	\$2,738	\$7,384
GROUNDS MAINTENANCE/SUPPLIES	\$7,897	\$2,632	\$106	\$2,527
BUILDING MAINTENANCE-GOLF COURSE	\$0	\$0	\$0	\$0
GROUNDS MAINTENANCE-GOLF COURSE	\$0	\$0	\$0	\$0
PEST CONTROL	\$1,340	\$447	\$591	(\$144)
MILEAGE	\$400	\$133	\$52	\$81
ENGINEERING	\$25,000	\$8,333	\$13,813	(\$5,480)
HFC SPECIAL EVENTS	\$5,000	\$1,667	\$2,281	(\$615)
LANDSCAPE CONTRACT SERVICES	\$168,610	\$56,203	\$56,540	(\$336)
IRRIGATION MAINTENANCE	\$2,000	\$667	\$235	\$432
LAKE MAINTENANCE	\$35,560	\$11,853	\$11,620	\$233
LAKE MAINTENANCE-RATTLESNAKE LAKE	\$0	\$0	\$11,663	(\$11,663)
OFFICE SUPPLIES/PRINTING/BINDING	\$13,000	\$4,333	\$2,297	\$2,036
PERMITS/INSPECTIONS	\$1,500	\$500	\$159	\$341

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
PERSONNEL EXPENSES				
EXERCISE INSTRUCTORS	\$18,000	\$6,000	\$7,290	(\$1,290)
FICA EXPENSE	\$15,751	\$5,250	\$5,293	(\$43)
HEALTH INSURANCE	\$10,623	\$3,541	\$2,721	\$820
SALARIES	\$205,900	\$68,633	\$69,193	(\$559)
INSURANCE	\$1,824	\$608	\$1,514	(\$906)
PROPERTY INSURANCE	\$25,665	\$25,665	\$28,522	(\$2,857)
SECURITY CONTRACT SERVICES				\$0
GATE ATTENDANTS	\$196,170	\$65,390	\$70,874	(\$5,484)
OFF DUTY SECURITY-EVENTS	\$0	\$0	\$238	(\$238)
VIDEO SECURITY-ADT	\$0	\$0	\$0	\$0
SECURITY EXTRAS	\$4,000	\$1,333	\$1,083	\$250
UTILITIES				
ELECTRIC	\$135,000	\$45,000	\$45,558	(\$558)
REFUSE	\$3,000	\$1,000	\$1,067	(\$67)
WATER	\$26,000	\$8,667	\$7,332	\$1,335
TELEPHONE	\$15,000	\$5,000	\$3,904	\$1,096
GAS/PROPANE	\$26,000	\$8,667	\$12,643	(\$3,976)
<b>TOTAL FIELD</b>	<b><u>\$1,057,523</u></b>	<b><u>\$369,618</u></b>	<b><u>\$385,240</u></b>	<b><u>(\$15,622)</u></b>
<b><u>TOTAL PROJECT:</u></b>				
FIRST QUARTER OPERATING RESERVES	\$243,730	\$81,243	\$0	\$81,243
<b>TOTAL PROJECT</b>	<b><u>\$243,730</u></b>	<b><u>\$81,243</u></b>	<b><u>\$0</u></b>	<b><u>\$81,243</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>\$1,452,808</u></b>	<b><u>\$510,843</u></b>	<b><u>\$430,315</u></b>	<b><u>\$80,527</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>\$198,286</u></b>	<b><u>\$898,988</u></b>	<b><u>\$995,037</u></b>	<b><u>\$96,048</u></b>
<b>OTHER FINANCING SOURCES/(USES):</b>				
INTERFUND TRANSFER IN/(OUT)-CAPITAL RESERVE	(\$335,202)	(\$335,202)	(\$335,202)	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>(\$335,202)</u></b>	<b><u>(\$335,202)</u></b>	<b><u>(\$335,202)</u></b>	<b><u>\$0</u></b>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>(\$136,916)</u></b>	<b><u>\$563,786</u></b>	<b><u>\$659,835</u></b>	<b><u>\$96,048</u></b>
FUND BALANCE - Beginning	\$136,916		\$167,195	
<b>FUND BALANCE - Ending</b>	<b><u>\$0</u></b>		<b><u>\$827,029</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND - FY 2022

	ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
<b>REVENUES:</b>														
SPECIAL ASSESSMENTS - TAX COLLECTOR	.300.363.10000	\$1,649,343	\$0	\$255,994	\$1,109,826	\$43,427	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,409,248
INTEREST EARNED	.300.361.10000	\$750	\$5	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
RENTAL FEES	.300.362.10000	\$1,000	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
SECURITY GUARD REVENUE	.300.362.10100	\$0	\$472	\$0	\$200	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$822
TABLE RENTALS	.300.362.10200	\$0	\$260	\$313	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$573
OFF DUTY OFFICER REVENUE	.300.362.10300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ICE CREAM SOCIAL REVENUE	.300.362.10500	\$0	\$340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$340
CONTRIBUTIONS	.300.366.10100	\$0	\$0	\$412	\$250	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$862
CONTRIBUTIONS-RATTLESNAKE LAKE	.300.366.10200	\$0	\$0	\$0	\$845	\$10,818	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,663
HFC REVENUE	.300.369.10000	\$0	\$1,498	\$154	\$35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,687
CARRY FORWARD SURPLUS	.300.271.10000	\$136,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>		<b>\$1,788,010</b>	<b>\$2,575</b>	<b>\$256,875</b>	<b>\$1,111,156</b>	<b>\$54,745</b>	<b>\$0</b>	<b>\$1,425,352</b>						

<b>EXPENDITURES:</b>														
<b>ADMINISTRATIVE</b>														
ARBITRAGE	310.513.31200	\$1,200	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
ANNUAL AUDIT	310.513.32200	\$5,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT	310.513.31501	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMPUTER TIME	310.513.31500	\$1,000	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
DISSEMINATION	310.513.31300	\$6,500	\$792	\$542	\$542	\$542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,417
DUES, LICENSES, SUBSCRIPTIONS	310.513.54000	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
INSURANCE	310.513.45000	\$12,730	\$12,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,568
LEGAL ADVERTISING	310.513.48000	\$1,500	\$2,717	\$87	\$274	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,079
MANAGEMENT	310.513.34000	\$61,800	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
OFFICE SUPPLIES	310.513.51000	\$250	\$43	\$20	\$253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$316
OTHER CURRENT CHARGES	310.513.49000	\$2,700	\$209	\$209	\$256	\$197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$872
POSTAGE	310.513.42000	\$2,000	\$136	\$136	\$86	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$383
PRINTING & BINDING	310.513.42500	\$1,000	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
TELEPHONE	310.513.41000	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	310.513.32300	\$10,600	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310
<b>TOTAL ADM. EXPENDITURES</b>		<b>\$151,555</b>	<b>\$21,724</b>	<b>\$6,101</b>	<b>\$10,804</b>	<b>\$6,447</b>	<b>\$0</b>	<b>\$45,075</b>						

**FIELD:**

<b>ATTORNEY</b>	310.513.31500	\$40,000	\$3,108	\$3,480	\$3,500	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,588
<b>BUILDING CONTRACT SERVICES</b>														
SECURITY SERVICES	320.572.34510	\$7,200	\$195	\$0	\$0	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390
CLEANING SERVICES	320.572.46010	\$28,320	\$2,360	\$2,360	\$2,360	\$2,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,440
POOL MAINTENANCE	320.572.46400	\$8,400	\$692	\$567	\$618	\$618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,496
<b>TOTAL BUILDING CONTRACT SERVICES</b>		<b>\$43,920</b>	<b>\$3,247</b>	<b>\$2,927</b>	<b>\$2,978</b>	<b>\$3,173</b>	<b>\$0</b>	<b>\$12,326</b>						
<b>BUILDING/GROUNDS MAINTENANCE &amp; SUPPLIES</b>														
BUILDING MAINTENANCE/SUPPLIES	320.572.46020	\$30,363	\$691	\$2,178	(\$132)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,738
GROUNDS MAINTENANCE/SUPPLIES	320.572.46030	\$7,897	\$28	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106
BUILDING MAINTENANCE-GOLF COURSE	320.572.46060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GROUNDS MAINTENANCE-GOLF COURSE	320.572.46070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	320.572.34800	\$1,340	\$128	\$128	\$128	\$207	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$591
MILEAGE	320.572.46050	\$400	\$0	\$0	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52
<b>TOTAL BUILDING/GROUNDS MAINTENANCE &amp; SUPPLIES</b>		<b>\$40,000</b>	<b>\$847</b>	<b>\$2,384</b>	<b>\$48</b>	<b>\$207</b>	<b>\$0</b>	<b>\$3,487</b>						
<b>ENGINEERING</b>	310.513.31100	\$25,000	\$1,963	\$4,485	\$3,865	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,813
<b>HFC SPECIAL EVENTS</b>	320.572.49400	\$5,000	\$979	\$393	\$910	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,281

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND - FY 2022

		ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
<b>LANDSCAPE CONTRACT SERVICES</b>	320.572.46200	\$168,610	\$12,126	\$12,126	\$12,126	\$20,162	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,540
<b>IRRIGATION MAINTENANCE</b>	320.572.46210	\$2,000	\$0	\$0	\$235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235
<b>LAKE MAINTENANCE</b>	320.572.46500	\$35,560	\$2,730	\$2,730	\$3,430	\$2,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,620
<b>LAKE MAINTENANCE-RATTLESNAKE LAKE</b>	320.572.46501	\$0	\$0	\$0	\$845	\$10,818	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,663
<b>OFFICE SUPPLIES/PRINTING/BINDING</b>	320.572.51000	\$13,000	\$217	\$893	\$1,187	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,297
<b>PERMITS/INSPECTIONS</b>	320.572.49300	\$1,500	\$0	\$159	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159
<b>PERSONNEL EXPENSES</b>															
EXERCISE INSTRUCTORS	320.572.34100	\$18,000	\$2,035	\$1,583	\$1,718	\$1,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,290
FICA EXPENSE	320.572.21000	\$15,751	\$1,120	\$1,102	\$1,755	\$1,315	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,293
HEALTH INSURANCE	320.572.23000	\$10,623	\$576	\$576	\$704	\$865	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,721
SALARIES	320.572.12000	\$205,900	\$14,642	\$14,410	\$22,945	\$17,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,193
INSURANCE	320.572.24000	\$1,824	\$1,514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,514
<b>PERSONNEL EXPENSES</b>		<b>\$252,098</b>	<b>\$19,887</b>	<b>\$17,671</b>	<b>\$27,122</b>	<b>\$21,331</b>	<b>\$0</b>	<b>\$86,011</b>							
<b>PROPERTY INSURANCE</b>	320.572.45000	\$25,665	\$28,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,522
<b>SECURITY CONTRACT SERVICES</b>															
GATE ATTENDANTS	320.572.34500	\$196,170	\$16,471	\$21,044	\$16,852	\$16,508	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,874
OFF DUTY SECURITY-EVENTS	320.572.34501	\$0	\$238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238
VIDEO SECURITY-ADT	320.572.34520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY EXTRAS	320.572.34530	\$4,000	\$183	\$300	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,083
<b>TOTAL SECURITY CONTRACT SERVICES</b>		<b>\$200,170</b>	<b>\$16,892</b>	<b>\$21,344</b>	<b>\$17,152</b>	<b>\$16,808</b>	<b>\$0</b>	<b>\$72,195</b>							
<b>UTILITIES</b>															
ELECTRIC	320.572.43000	\$135,000	\$11,394	\$11,151	\$10,878	\$12,134	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,557.50
REFUSE	320.572.34900	\$3,000	\$264	\$264	\$269	\$269	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,066.92
WATER	320.572.43200	\$26,000	\$2,603	\$2,500	\$725	\$1,504	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,332.12
TELEPHONE	320.572.41000	\$15,000	\$977	\$977	\$977	\$975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,904.49
GAS/PROPANE	320.572.43100	\$26,000	\$2,722	\$4,108	\$1,810	\$4,002	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,642.51
<b>TOTAL UTILITIES</b>		<b>\$205,000</b>	<b>\$17,959</b>	<b>\$19,000</b>	<b>\$14,659</b>	<b>\$18,885</b>	<b>\$0</b>	<b>\$70,504</b>							
<b>TOTAL FIELD EXPENDITURES</b>		<b>\$1,057,523</b>	<b>\$108,477</b>	<b>\$87,592</b>	<b>\$88,058</b>	<b>\$101,114</b>	<b>\$0</b>	<b>\$385,240</b>							
FIRST QUARTER OPERATING RESERVES		\$243,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OTHER SOURCES/(USES)</b>															
INTERFUND TRANSFER IN/(OUT)	300.581.10000	(\$335,202)	\$0	\$0	\$0	(\$335,202)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$335,202)
<b>TOTAL OTHER SOURCES/(USES)</b>		<b>(\$335,202)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$335,202)</b>	<b>\$0</b>	<b>(\$335,202)</b>							
<b>TOTAL EXPENDITURES</b>		<b>\$1,788,010</b>	<b>\$130,201</b>	<b>\$93,692</b>	<b>\$98,862</b>	<b>\$442,762</b>	<b>\$0</b>	<b>\$765,517</b>							
<b>EXCESS/REVENUES(EXPENDITURES)</b>		<b>\$0</b>	<b>(\$127,626)</b>	<b>\$163,183</b>	<b>\$1,012,294</b>	<b>(\$388,017)</b>	<b>\$0</b>	<b>\$659,835</b>							

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b>REVENUES:</b>				
CAPITAL RESERVE - TRANSFER IN	\$335,202	\$335,202	\$335,202	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0
INTEREST EARNED	\$600	\$200	\$114	(\$86)
<b>TOTAL REVENUES</b>	<b>\$335,802</b>	<b>\$335,402</b>	<b>\$335,316</b>	<b>(\$86)</b>
<b>EXPENDITURES:</b>				
BANK CHARGES	\$600	\$200	\$227	(\$27)
<b>CAPITAL PROJECTS - FY19</b>				
<b>ANNUAL EXPENSES:</b>				
PUBLIC WORKS-BRIDGES/PATHWAYS (ROADWAYS) <sup>(1)</sup>	\$20,000	\$20,000	\$20,168	(\$168)
EQUIPMENT-ATHLETIC	\$4,500	\$4,443	\$4,443	\$0
LANDSCAPE REPLACEMENT	\$10,000	\$11,567	\$11,567	\$0
OTHER CAPITAL PROJECT EXPENSES	\$30,000	\$18,324	\$18,324	\$0
BOUNDARY AMENDMENT				
<b>SPECIFIC PROJECTS:</b>				
KITCHEN EQUIPMENT	\$10,000	\$3,333	\$0	\$3,333
POOL/SPA REPAIRS	\$14,400	\$10,380	\$10,380	\$0
SPLIT SYSTEM (AIR HANDLER)	\$50,000	\$16,667	\$154	\$16,513
ASHTON BLVD.	\$65,246	\$21,749	\$0	\$21,749
SURGE PROTECTION	\$23,000	\$7,667	\$0	\$7,667
CONFERENCE SYSTEM	\$0	\$0	\$640	(\$640)
PAINT HFC/GS	\$20,000	\$20,000	\$18,750	\$1,250
ROOF REPAIRS	\$200,000	\$66,667	\$2,478	\$64,189
HOLE 6 RESTROOM	\$0	\$0	\$22,597	(\$22,597)
FITNESS FLOOR	\$0	\$0	\$7,685	(\$7,685)
RACQUETBALL/SPORTS COURT	\$0	\$0	\$16,727	(\$16,727)
PROMISSORY NOTE PAYMENT	\$142,997	\$142,997	\$142,997	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$590,743</b>	<b>\$343,993</b>	<b>\$277,135</b>	<b>\$66,858</b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b>(\$254,941)</b>	<b>(\$8,591)</b>	<b>\$58,181</b>	<b>\$66,772</b>
NET CHANGE IN FUND BALANCE	<b>(\$254,941)</b>	<b>(\$8,591)</b>	<b>\$58,181</b>	<b>\$66,772</b>
FUND BALANCE - Beginning	\$380,441		\$403,208	
FUND BALANCE - Ending	<u>\$125,500</u>		<u>\$461,389</u>	

<sup>(1)</sup> 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 2006A**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - ON ROLL	\$306,900	\$245,366	\$245,366	\$0
ASSESSMENTS - PPMTS	\$0	\$0	\$12,414	\$12,414
INTEREST INCOME	\$0	\$0	\$3	\$3
<b>TOTAL REVENUES</b>	<b><u>\$306,900</u></b>	<b><u>\$245,366</u></b>	<b><u>\$257,782</u></b>	<b><u>\$12,417</u></b>
<b>EXPENDITURES:</b>				
<b>SERIES 2006A:</b>				
INTEREST - 11/1	\$90,365	\$90,365	\$89,703	\$663
INTEREST - 5/1	\$90,365	\$0	\$0	\$0
PRINCIPAL - 5/1	\$125,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$40,000	\$40,000	\$65,000	(\$25,000)
<b>TOTAL EXPENDITURES</b>	<b><u>\$345,730</u></b>	<b><u>\$130,365</u></b>	<b><u>\$154,703</u></b>	<b><u>(\$24,338)</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>(\$38,830)</u></b>	<b><u>\$115,001</u></b>	<b><u>\$103,080</u></b>	<b><u>(\$11,921)</u></b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
INTERFUND TRANSFER	\$0	\$0	(\$4,762)	(\$4,762)
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$4,762)</u></b>	<b><u>(\$4,762)</u></b>
NET CHANGE IN FUND BALANCE	<b><u>(\$38,830)</u></b>	<b><u>\$115,001</u></b>	<b><u>\$98,318</u></b>	<b><u>(\$16,682)</u></b>
FUND BALANCE - Beginning	\$136,978		\$243,542	
<b>FUND BALANCE - Ending</b>	<b><u>\$98,148</u></b>		<b><u>\$341,860</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2021**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - ON ROLL	\$368,950	\$230,833	\$230,833	\$0
INTEREST INCOME	\$25	\$2	\$2	\$0
<b>TOTAL REVENUES</b>	<b><u>\$368,975</u></b>	<b><u>\$230,835</u></b>	<b><u>\$230,835</u></b>	<b><u>\$0</u></b>
<b>EXPENDITURES:</b>				
<b>SERIES 2021:</b>				
INTEREST - 11/1	\$100,916	\$100,916	\$9,450	\$91,466
INTEREST - 5/1	\$100,916	\$0	\$0	\$0
PRINCIPAL - 5/1	\$170,000	\$0	\$0	\$0
SPECIAL CALL - 11/1	\$55,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$426,831</u></b>	<b><u>\$100,916</u></b>	<b><u>\$9,450</u></b>	<b><u>\$91,466</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>(\$57,857)</u></b>	<b><u>\$129,920</u></b>	<b><u>\$221,386</u></b>	<b><u>\$91,466</u></b>
<b>OTHER FINANCING SOURCES/(USES):</b>				
INTERFUND TRANSFER	\$0	\$0	(\$2)	(\$2)
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$2)</u></b>	<b><u>(\$2)</u></b>
NET CHANGE IN FUND BALANCE	<b><u>(\$57,857)</u></b>	<b><u>\$129,920</u></b>	<b><u>\$221,384</u></b>	<b><u>\$91,464</u></b>
FUND BALANCE - Beginning	\$192,448		\$10,198	
<b>FUND BALANCE - Ending</b>	<b><u>\$134,592</u></b>		<b><u>\$231,582</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**  
**FY 2022**

<b>Series 2006A, Capital Improvement Revenue Bonds</b>		
Interest Rate:	5.300%	
Maturity Date:	5/1/38	\$3,385,000.00
Bonds outstanding - 9/30/2021		\$3,385,000.00
	November 1, 2021 (Special Call)	(\$65,000.00)
	May 1, 2022 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$3,320,000.00</b>

<b>Series 2021, Capital Improvement Revenue Bonds</b>		
Interest Rate:	Various	
Maturity Date:	5/1/36	\$3,535,000.00
Bonds outstanding - 9/15/2021		\$3,535,000.00
	May 1, 2022 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$3,535,000.00</b>

<b>Total Current Bonds Outstanding</b>	<b>\$6,855,000.00</b>
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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 JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST EARNED	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>EXPENDITURES:</u></b>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
INTERFUND TRANSFER IN/(OUT)	\$0	\$0	\$4,762	\$4,762
BOUNDARY AMENDMENT				
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$4,762</u></b>	<b><u>\$4,762</u></b>
NET CHANGE IN FUND BALANCE	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$4,762</u></b>	<b><u>\$4,762</u></b>
FUND BALANCE - Beginning	\$0		\$29	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$4,791</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS - SERIES 2021**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/22	ACTUAL THRU 01/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST EARNED	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>				
COST OF ISSUANCE	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
REFUNDING BOND PROCEEDS	\$0	\$0	\$0	\$0
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
NET CHANGE IN FUND BALANCE	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
FUND BALANCE - Beginning	\$0		\$7,544	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$7,544</b>	

# SECTION C

# Lake Ashton II CDD

Special Assessment Receipts  
Fiscal Year Ending September 30, 2022

Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M		Debt		Commissions Paid	Net Amount Received	\$1,763,008.00	\$302,223.08	\$321,250.00	\$623,473.08
				Discounts/ Penalties	Discounts/ Penalties	.36300.10000	024.36300.10000			022.36300.10200	Debt Total		
										General Fund	21A Debt Svc Fund	06A Debt Svc Fund	100%
										100.00%	48.474%	51.526%	100%
11/23/21	10/01/21-10/31/21	\$ 2,608.00	\$ 984.44	\$ 104.31	\$ 39.38	\$ 68.99	\$ 3,379.77	\$ 2,452.73	\$ 449.37	\$ 477.66	\$ 927.04		
11/24/21	11/01/21-11/07/21	\$ 16,594.40	\$ 4,028.21	\$ 876.02	\$ 213.31	\$ 390.67	\$ 19,142.61	\$ 15,429.78	\$ 1,799.77	\$ 1,913.07	\$ 3,712.84		
11/24/21	11/01/21-11/07/21	\$ 86,064.00	\$ 27,797.72	\$ 3,442.50	\$ 1,111.94	\$ 2,186.15	\$ 107,121.13	\$ 81,006.49	\$ 12,658.84	\$ 13,455.80	\$ 26,114.64		
11/30/21	11/08/21-11/17/21	\$ 166,912.00	\$ 53,814.32	\$ 6,676.34	\$ 2,152.61	\$ 4,237.95	\$ 207,659.42	\$ 157,104.89	\$ 24,505.87	\$ 26,048.67	\$ 50,554.54		
12/14/21	11/15/21-11/23/21	\$ 432,928.00	\$ 147,161.84	\$ 17,316.81	\$ 5,886.66	\$ 11,137.73	\$ 545,748.64	\$ 407,383.22	\$ 67,071.42	\$ 71,294.01	\$ 138,365.43		
12/17/21	11/24/21-11/30/21	\$ 490,304.00	\$ 167,725.12	\$ 19,611.81	\$ 6,709.22	\$ 12,634.16	\$ 619,073.93	\$ 461,358.73	\$ 76,451.05	\$ 81,264.15	\$ 157,715.20		
12/31/21	12/01/21-12/15/21	\$ 255,913.25	\$ 85,631.02	\$ 9,979.12	\$ 3,332.39	\$ 6,564.66	\$ 321,668.10	\$ 241,084.50	\$ 39,062.19	\$ 41,521.41	\$ 80,583.60		
01/18/22	12/16/21-12/31/21	\$ 45,782.48	\$ 19,153.57	\$ 1,425.68	\$ 599.58	\$ 1,258.22	\$ 61,652.57	\$ 43,427.30	\$ 8,834.54	\$ 9,390.74	\$ 18,225.28		
<b>BALANCE REMAINING</b>		\$ 1,497,106.13	\$ 506,296.24	\$ 59,432.59	\$ 20,045.09	\$ 38,478.50	\$ 1,885,446.19	\$ 1,409,247.62	\$ 230,833.06	\$ 245,365.51	\$ 476,198.56		

Date	CK#	2005A	2006A
12/15/21	25/26	\$ 106,485.27	\$ 113,189.21
1/12/22	56/57	\$ 115,513.24	\$ 122,785.56
1/25/22	78/79	\$ 8,834.55	\$ 9,390.74
		\$ 230,833.06	\$ 245,365.51

Due To DSF 2021A	\$ (0.00) V# 16 001.300.20700.10100
Due to DSF 2006A	\$ (0.00) V# 168 001.300.20700.10300

Gross Percent Collected	83.95%
Balance Due	\$383,078.71