

***Lake Ashton II
Community Development District***

May 12, 2017

Lake Ashton II

Community Development District

Revised Agenda

Seat 4: Doug Robertson (C.)	
Seat 1: James Mecsics (V.C.)	
Seat 3: Daniel Murphey (A.S.)	
Seat 2: Stanley Williams (A.S.)	
Seat 5: Carla Wright (A.S.)	

Friday
May 12, 2017
1:30 p.m.

Lake Ashton II Health & Fitness Center
6052 Pebble Beach Boulevard
Winter Haven, FL 33884

1. Roll Call and Pledge of Allegiance
2. Audience Comments on Specific Items on the Agenda (*speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting*)
3. Approval of the Minutes of the Lake Ashton CDD and Lake Ashton II CDD Joint Meeting held on February 24, 2017, the Minutes of the Lake Ashton II CDD Meeting held on February 10, 2017, and the Minutes of Lake Ashton II CDD Continued Meeting held on February 24, 2017
4. Securitas Report
5. Unfinished Business
 - A. Ratification of Addendum to Aquatic Plant Management Agreement with Applied Aquatic Management, Inc. for Pond 11
 - B. Consideration of Aquatic Plant Management Agreement Renewal with Applied Aquatic Management, Inc.
 - C. Ratification of Proposal from All Terrain Tractor Service, Inc. for Manhole Cover Work
 - D. Ratification of Proposal from Extreme Graphics for Stop Sign and Speed Limit Sign
 - E. Ratification of Security Contract Agreement with Securitas Security Services USA, Inc.
 - F. Update on the 2020 Group
6. New Business / Supervisors Requests
 - A. **Consideration of Resolution 2017-05 Authorizing the District to Commence Work on the 2017 Special Assessment Bond Refunding**
 - B. **Consideration of Resolution 2017-06 Consenting to and Joining in the Plat Known as "Lake Ashton West Phase II South"**
 - C. Consideration of **Resolution #2017-04** Approving the Proposed Fiscal Year 2018 Budget and Setting the Public Hearing

- D. Consideration of Proposal for Used Scissor Lift
- E. Consideration of Outdoor Furniture Proposal
- F. Consideration of Proposal for Media Center Remodeling
- G. Discussion on Public Participation at Meetings (*requested by Supervisor Williams*)
- H. Consideration of Hogan Lane Residents Request for Decorating the Golf Bridge for Christmas (*requested by Supervisor Williams*)

7. Staff and Board Reports

A. Attorney

B. Engineer

C. CDD Manager - Number of Registered Voters in the District - **549**

D. Lake Ashton II Community Director

E. Public Safety

1) Security Cart Procurement

2) Expansion of Community Security Patrol Hours

F. Landscaping and Lakes

G. Financial Reports

1) Approval of Check Run Summary

2) Combined Balance Sheet

8. General Audience Comments

9. Adjournment

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

A meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on February 10, 2017 at 1:30 p.m. at Lake Ashton Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Present and constituting a quorum were:

Doug Robertson	Chairman
Jim Mecsecs	Vice Chairman
Daniel Murphey	Assistant Secretary
Stanley Williams	Assistant Secretary
Carla Wright	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Rayl	District Engineer
Mary Bosman	Community Director
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments on Specific Items on the Agenda *(speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting)*

Mr. Robertson: The next item on the agenda is Audience Comments on Specific Items on the Agenda. I see we have nine individuals here who have asked to speak. Do you have any particular order, Mr. Flint?

Mr. Flint: No. I just put them in the order they were received. The way the agenda works is anybody who has comments on specific agenda items is asked to fill out a speaker card, and then there is also an opportunity at the end of the meeting for any comments on items that are not on the agenda. So I will go ahead and take them in the

order that they were received. The Board did adopt procedures regarding public comment and it is indicated at the top of this speaker form so we would ask for the speaker to identify themselves with their name and address and that the comments be limited to three minutes per speaker. So I will go ahead and call Kate Dellis.

Ms. Dellis: I am coming to speak on the pool issue. I noticed on the door there is a sign that says "Monday through Friday 9:00 a.m. - 12:00 p.m., please do not enter. Classes are in session." They have a three hour window five days a week. We were looking for a 45 minute window five days a week for our swimming exercise classes. We now need to have a space available for lap swimming. It just seems arbitrary and unnecessary and not applied justly as it is here. Thank you.

Mr. Flint: Thank you. Bob Gander. Then Mary Dornhecker after that. So if you wouldn't mind coming forward so you are prepared to speak next. And after Mary we have Mark Dornhecker and Becky Faughandler.

Ms. Dornhecker: Hello. I am Mary Dornhecker and I am the volunteer for the water aerobics class. I have had this class for 13 years, 11 years here in the indoor pool. I thought for a little while about some of the hurdles here with the indoor pool. When we first started there the exhaust fans sounded like jet airplanes going off. We got through that, though it was hard to hear the cassette, but we got through it. After a couple years, it was decided that we could have a 40 minute class without the fans. Then, there were lane problems. We would come to the pool and it would be cold. We have gotten through all of that. There have been times that the pool was very dirty and we had to wait to get it cleaned. But we got through that. Class continued on. Now that the residents own and are responsible, the pool is clean and the pool temperature is wonderful. But now I have another hurdle. I am told that we got one complaint and we need to keep a lap lane open just in case someone chooses to swim while we are doing our class. What I am asking for is for the same respect that any other class gets here at this building. The thought of someone going through and doing their lap swimming is just rude. Again, this scheduled class has been an accepted practice without incident for 11 years. A 40 minute class, January and February from 8:30 a.m. to 9:10 a.m. What I

hope for today is an outcome that will be in our favor. I know this is my last hurdle with being a volunteer for the city or pool water aerobics. I am no longer comfortable doing this so after 11 years, I quit. I will continue the water aerobics at the outdoor pool as the coordinator. I will ask if someone in our group would like to take the volunteer position for January and February. If no one comes forward, staff will need to step up and fill the void so an 11 year class can continue. Thank you.

Ms. Faughander: I, too, am talking about the lap lanes. I do classes at 8:30 a.m. and at 10:00 a.m. and if you have ever been to the 10:00 a.m. class when there are 25 to 30 people in that pool moving around and then expect that maybe somebody might try to come swim, where are they going to go? There is no room. We are a distraction for them, they are a distraction for us. We do a lot of moving in the 10:00 a.m. class and we also use the same amount of space on the wall and movement in the 8:30 a.m. class as well. If you are going to do that, if you are going to have a reserved area for the swimming class during the two months of January and February, then all of the other amenities in this building and outside, including the pickleball courts, the tennis courts, and this space here, etc., if they are going to say they have to have a lap lane just in case, then all of the other amenities for the HFC have to have the same thing available. So, pickleball courts and tennis courts, how does that sound for you guys? You have those courts clogged up now for most of the morning. Are you willing to give up one court just in case someone who doesn't know how to play just wants to hit the ball back and forth? What if they want to play badminton perchance? It is just not fair to even consider and to make it just and fair, you need to consider all of the amenities. I don't think that one person should have that right to do that and make that decision.

Mr. Dornhecker: I am here in reference to Section V, Item G, which is the lap lane pool. I am not questioning the Board's authority because I understand they have given the Chairman of the Board the rights to make those decisions, but I also feel those decisions disrupt the amenities of this facility and if they are questioned they should go back to the Board so that the Board can make a final decision on it. I read some of the nomenclature that came from Mr. d'Adesky and I have gone through the definitions of

the amenities of what you look at in regards to the word public, the definition of the amenities facilities policies, residents, guests, nonresidents, nonresident annual user fees, nonresident patrons, renters, etc. Nowhere do I see the word public in any of those descriptions of what goes on for Lake Ashton II. Also, if you look at in the old policy, the last line says the pool cannot be rented. If that is the case based on the lawyer's comment in paragraph 2, the pool is open to the public so I am asking what the definition of the word public is. Public means it is open and free, but you are saying a nonuser or person who is a patron has to pay a \$2,400 user fee to be able to come in here and use these facilities. How can you say that when the pool cannot be rented based on the word public? So that is what I am wondering about the definition of that. I also would like the Board to make a vote based on decisions of the Chairman. Look at the group out here. If he makes a decision that says, wait a minute, I have ruffled feathers, and it should go to the Board or at least have the option for the Board to say yay or nay. I understand he needs that authority because there are times that safety has to be, but one complaint is that somebody from the public is allowed to come in here and be free? That is something we need a definition for. Thank you.

Mr. Flint: The next one I have is Kathy Sutherland. Then Borden Deane.

Ms. Sutherland: I am also here in regards to the lap lanes and the aerobic classes that go on at regularly scheduled times in the pool. To me this is less of an issue of whether or not we want lap lanes. Of course we want lap lanes. People like to swim laps should be able to swim laps. To me it is almost more of an issue of scheduling and it is a simple matter to have certain times of the day when lap swimming can be scheduled and other times of the day when water aerobics can take place. Again, I don't see that we should have a conflict. I almost feel like we are making a conflict in our community where we don't need a conflict. So again, my feeling about this is that we should be able to work this out without necessarily calling in a lot of lawyers and making it more complicated than it really is.

Mr. Deane: I am here to speak to about the pool issue also. I think because one person wanted to swim at one time to shut down a class that has been going on for 11

years is insane. The amenities are for the residents of this development and to shut down an exercise class that has been going on for 11 years two months a year when it is too cold to do it outside, I don't think is an inconvenience to the lap swimmers when they have 23 hours a day that they can swim laps other than the one hour the exercise class is going on. I have seen the memo that the lawyer wrote and I don't believe he had all of the facts when he wrote that memo. That is my opinion.

Ms. Marge Kniat: I began 12 years ago with men and women, 20 to 30 people in each class. We have very high numbers attending. If you look at us from afar, it might look like we are doing nothing; however every part of my body is being exercised and utilized. Even the neck exercises have made me a better driver to be able to look over my shoulder and be able to see signs for parking and traffic. I had bone on bone on my knee and my doctor recommended that I exercise with water aerobics because it is the least invasive exercise that would benefit me. It has kept me away from the operating table. How many of us in this class are not on the disabled list and can say the same thing? I am sure there are many. Please do not change a 13 year old program that has worked so well. The 40 minutes are very well attended and beneficial. Please keep this in mind when you vote. Thank you.

Mr. Flint: Next we have Malcolm Gordon and Janice Gordon.

Mr. Gordon: I am here also to support the dropping of having the lap lanes during the water aerobics. I am a lap swimmer and I have never had any difficulty finding times to swim laps at this indoor pool. I would say 90% of the time there is no one in the pool so I can't imagine why anyone needs to have that particular less than an hour time period in the morning that they have to be able to swim in the lap lanes when there is plenty of time throughout the day that they can swim laps. I don't know what you call it other than incredibly rude to interfere with a class which has a large number of people particularly in a community in which exercise is important for older people. For many people it is a primary type of exercise if they are able to so I can't imagine messing with that for the possibility that there might be someone who wants to swim laps during that particular lesson hour time period in the morning. The only minor inconvenience I have

in swimming laps is sometimes when I come later in the day there might be two people here who are already swimming laps. There are only two back lanes and I usually swim on the outside of the last row, but do I have the right then to demand that there be three lap lanes in case I want to come during a time where there are two other swimmers already swimming laps? To me that would be incredibly rude and demanding to do that, so I would not require that, I think that this is a similar type of case where someone might possibly want to come swim at a particular time to perhaps disrupt a class which is well-attended.

Ms. Gordon: That was my husband who just spoke and we did not prepare comments ahead of time. I do not swim laps. I would like to address the implementation of the amenities facilities policies. There seems to be a lack of consistency and uniformity in the interpretation and the implementation of the policies with relation to the pool. For example, the policy presently in effect is dated August 14, 2015. According to the HFC wellness classes and special event calendar, it previously stated a lap lane would be set up at all times except during the water aerobics. But this month it now says a lap lane would be kept set up at all times. According to the general facilities provisions clause in the amenities policies, it is stated that the Board reserves the right to amend, modify, or delete in part or in its entirety these policies when necessary at a duly noticed meeting and will notify the patrons of such changes. In short, three changes regarding the lap lanes have occurred since the policy was approved, but none of these changes were addressed at a Board meeting and the patrons were not adequately notified of these changes. Any changes need to be implemented consistently following the approved policies, which brings me to the issue of uniformity. Are you all listening? It doesn't look that way. Can you tell I was a teacher? The pool is one of the many areas in the HFC, but in the policy, for every area of the HFC, reservations are respected. That area is reserved for a specific time period and for the exclusive use of specific activity during that time. The pool should be treated as any other area of the HFC. If a class activity is scheduled and has reserved the pool, other activities should not be allowed in that space at the same time. When I see a class on one of the sports courts, I do not expect to see

someone to come in to play basketball so when I participate in a scheduled water aerobics class, I should not be distracted by someone choosing to swim laps or be hindered by the ropes designating lap lanes. And I would really like for you to reconsider your resignation, Mary.

Mr. Flint: Okay. We have one more speaker. This is actually on a different item. This is on the new roads item. Mr. Alex Vogt.

Mr. Vogt: Good afternoon. I am a retired civil engineer who spent a lot of time in transportation and I know a little bit about highway construction and some of the regulations. I have some concerns about the new roads that are going in and have been trying to get some answers. First of all, I reviewed the minutes from last time and there was a comment about the quality of the roads and whether they were going to be built better than the previous roads so we wouldn't have to go back and repair them like we have had to repair all of the roads in the community. I believe the engineer commented that he thought they would be better designed. I called the City of Winter Haven and went from planning to the roads department and they all said that the roads out here are private. I think there is a disconnect between what the City of Winter Haven thinks we are and what we actually are. I told them that our roads are public and they kept saying, no, it is privately owned by the HOA. I told them they were owned by the CDD. Most people don't even know what a CDD is. So I think there is some disconnect and there needs to be some dialogue between our CDD Board and the City of Winter Haven as far as who is responsible for what and who is doing what. I tried to find out who in the City of Winter Haven reviewed the plans, who is doing the inspection and so forth. I finally talked to the engineer and he said he reviewed the plans, but it said they were subdivision plans for private roads. He said the developer submitted the plans that say private roads on there and therefore they do not meet the same requirements. According to Chapter 190, these roads have to be equal or see equal specifications. He said primarily they don't meet the right-of-way requirements and the design in the south the pavement and base core is less than what they would have in other areas. So that is a concern that I really have. I also want to know who is going to inspect the construction. He said it is like the

subdivision inspection. They will inspect the water and sewer because they are responsible for that, but it is not the same inspection that we do. I am familiar with roads in New Hampshire and I know it is a lot different down here, so then I asked who would approve the regulatory signs on the new roads, the stop signs, speed limits, even the use of golf carts on the roads. That is a City of Winter Haven responsibility. The CDD has no responsibility regarding that. The engineer of record submits the plans and he has just reviewed them. Again he said if it is private roads, so it doesn't matter. So I think we need to have some more dialogue with the city because of such disconnect. The whole goal here is that we get high quality roads that do not need to be rebuilt. I noticed after the last rainstorm the gutters that they put in, there are already puddles. Maybe they don't have all of the drainage in yet, but it is a concern. Another concern I have is that someone told me that a contractor is building these roads and I don't see any CDD approval for bonds and construction of these roads put out to bid, which I believe is a requirement. I would like the Board to consider that and make sure we are following all of the rules.

Mr. Flint: There are always three sides to the story and we will get to the other two when we get to that agenda item, but the way it works is the Board takes public comment at the beginning and then when we get to that particular agenda item, we will have discussion on that. So we will talk about the pool issue and the road issue when we get to those specific agenda items. Mr. Robertson, I don't know if you wanted to make a suggestion that we amend the agenda at this point?

Mr. Robertson: Yes. I would like to discuss the pool use before all the other items under new business.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
December 9, 2016 Meeting**

Mr. Robertson: Approval of the Minutes of the December 9, 2016 Meeting. Are there any comments on the minutes?

Mr. Williams: Just a quick item. On page 17, I believe there is a typo. It says "my final comment to address is that I would be in support of this settlement provided we can

agree to get the parking and pickleball down.” I believe that should be done. That is the only thing I saw.

Mr. Mecsecs: On page 38 when I was talking about the 2020 Initiative, it was left out that I was speaking to Iris Realmuto, so it should read, “Iris Realmuto brought up to me this morning, what about Lake Ashton CDD?” I would like that added to the minutes, too.

On MOTION by Mr. Williams seconded by Mr. Mecsecs with all in favor the Minutes of the December 9, 2016 Meeting were approved as-amended.

FOURTH ORDER OF BUSINESS Unfinished Business

A. Ratification of Agreement with Applied Aquatic for Removal of Biomass in Pond 11

Mr. Robertson: Next we have Unfinished Business. Ratification of Agreement with Applied Aquatic for Removal of Biomass in Pond 11. This is our last pond that requires maintenance. It is the one behind the driving range, but the golf club’s employees did not want to take on that task so we went to an outside contractor, Applied Aquatic. They gave us the price \$3,525 to remove it all. We needed to do it so we went ahead and did it. They did a very nice job and didn’t damage anything or undermine filtration for the ponds. So with this, if you approve it, we will have them come back and redress the area with gravel. There will be an additional expense to do that, but that will finish the ponds.

Mr. Murphey: That was my question if they were going to do that. I had asked them if they were going to put gravel in and they said no, that it was not part of the original contract.

Mr. Robertson: At the end of this meeting, I will go down with our District Engineer and review the area. If it is fine, then we shouldn’t have any more biomass growing in there and that should be a permanent solution in that area. So I would like a motion to approve this contract.

On MOTION by Mr. Murphey seconded by Mr. Mecsics with all in favor the agreement with Applied Aquatic for removal of biomass in Pond 11 was ratified.

B. Discussion of Security Services RFP Project Manual

Mr. Robertson: The next item we have on the agenda is Discussion of Security Services RFP Project Manual. I will turn it over to Mr. Mecsics.

Mr. Mecsics: We put out the Request for Proposals as a joint RFP between CDD I and CDD II. We have been working hard and appreciate George, Tricia, and Mary all helping with this. In my past, I have done government contracts, writing proposals, and I was also a slimy contractor who answered those. So far we have had six folks voice interest. One of the companies actually came here. Many of you are familiar with Securitas and United Protective Services, which is a local Winter Haven company. I spent some time with them on both sides and what I have done is made a matrix that goes over every facet the guard does so when these gentleman leave, they can look at the RFP and know they meet the specifics. Our deadline is next Wednesday, George?

Mr. Flint: Yes.

Mr. Mecsics: I am looking forward to receive the bids and go over them.

Mr. Robertson: That was just an update so we don't need any vote on that. Thank you, Mr. Mecsics.

C. Update on Status of Pickleball Courts and Parking Projects

Mr. Robertson: The next item on the agenda is Update on Status of Pickleball Courts and Parking Projects. Mr. Williams?

Mr. Williams: I am just going to throw up a couple quick slides just so everybody in the audience can see. I wanted to start at the beginning and kind of go back for some of the folks who have never been through this before. The first slide shows the property the builder gave us. The first piece of property, this is 208 feet by 89 feet. That includes this 38 foot piece here. So we have basically three 60 by 89 foot lots, which would be 180 by 89 and then the builder added 38 feet on the end. There are two 10 foot easements that go through here. There is a pond on one side and a pond on the other side so there

is a drainage easement that goes through there and there is a second easement because there are two drainage culverts on the road. Subsequent to that, there is an 11 foot easement that is in front of that property. Doug and George went back to the builder and we added this piece to the agreement before it was signed that the developer will convey to the district the 11 foot easement adjacent to the property at the time the surrounding roads are built. So when he gets the roads built, he will convey the roads, plus the easement to us at that point and time and we will have three properties of 60 by 100, which are standard lots in the development, plus the 38 feet. After the last meeting, there was a lot of discussion. The Pickleball Association really wants to move ahead and get these courts in. I am sure we all want to see that happen as soon as possible, also. The discussion, and I guess I was a major part of that, said wait a minute, I need to see more than just the pickleball. I need to see the relationship to that, the roads, and all that before I can vote on any of this. Therefore, they kind of assigned me to work with Alan the District Engineer, and Larry Judd from the Pickleball Association to kind of come up with what that looks like. Now Larry tried to help me a lot. Larry went out on this piece of property and took his tape measure, drove in stakes, and just spent a lot of time figuring out where the Pickleball Association would like to see the things and what they will have. Basically, the slot they originally talked about was a 65 by 65 piece of property adjacent to this easement. Larry, did you have anything else to add?

Mr. Judd: We have always felt that the closer to the current pickleball courts the better for all of the players so that when a court gets open, the next people can move in.

Mr. Williams: That is what we came up with. The first design Alan came up with was the thought that we could originally have a golf cart path because we can't put anything permanent in here. So we talked about cart parking here and then putting the pickleball courts, and then regular parking. One of the major problems we talked about with this is there are basically only 18 car parking spots. That doesn't sound real good. This is another plan that Alan came up with. Again we talked about trying to get more parking and he said if we did it this way, we could add more parking over here. That added two more spaces. Moving the pickleball courts into the middle, in talking to Alan,

he said that wouldn't be a problem because there would be parking here with enough room for cars for 23 spaces. Now there a couple good things about this. You can get some more parking in here, maybe another five or six spaces. If we put our disabled parking on this side, it would be closer to the front door for people who need disabled parking than some of the lots on the other side. These are all on golf club property so we can't do that unless we get an okay from the builder to also assign that to us. This is the best layout that we can come up with at this point.

Mr. Murphey: I have a couple questions. The easement right here I understand has some drains underneath so are you not recommending that you have the pickleball courts right there?

Mr. Williams: Yes.

Mr. Murphey: But you can have the parking there?

Mr. Williams: Yes.

Mr. Flint: It is a lot more expensive to dig up a pickleball court.

Mr. Murphey: I know the pickleball people want to get them as close to here as they possibly can. I have another question. Where the pickleball courts are here, now that is going to be the fence. Why not put that fence back as far as you can that way because then you can more parking in here? It looks like there's at least 10 feet of wasted space back there otherwise.

Mr. Robertson: Couldn't there be additional parking there?

Mr. Williams: This was not supposed to be a parking discussion. We want to be able get the most land for the pickleball courts. With everything Alan went through, this gave us the most available area for parking.

Mr. Mecsecs: Stan, thank you for the great job that you have done.

Mr. Williams: Also thank Larry. Larry has spent a lot of time on this project, too.

Mr. d'Adesky: We do have one formal item related to this. In front of everybody I distributed a copy of the warranty deed. It is a draft copy, but the deed was actually recorded and processed by Mr. Scott Owens, but we need to formally accept the lands. We can't record it until we do. We have gone through it, and it is consistent with what

the legal description and the operations and maintenance agreement we agreed to take so we just need the Board to formally accept that land.

Mr. Robertson: The land is properly documented that it is free and clear so we would like to accept the land.

On MOTION by Mr. Mecsics seconded by Mr. Murphey with all in favor the land warranty deed was approved.

Mr. Robertson: In addition to that parking, there has been an addition of parking along and in front of the current parking on the other side of the street. When we move forward, we have a fair amount of parking, but when we get really busy on certain nights, what we can do is open that area up. I think probably to be kind to our neighbors, we can put some kind of chain barrier so we would fill the regular parking first and then when we have a special event where we are going to have 300 people in the building, then our security services can take down the area so there is more parking. There are ways to get a lot of parking close to the front door. So it is not like what I would call Sunday parking, like when you go to church and a lot of them have grass parking because you only use the extra parking once a week. We have that type of parking if we don't do it every week. That would give us the extra parking we need. I think with the land we purchased and these other ways of being able to squeeze a few more, we will have adequate parking needed and still have safe entrance to the area.

Mr. Williams: We got the land, we know basically where we want the pickleball court positioned, but I do have another concern as far as pickleball is concerned. I believe that based on the work that is going to have to be done on the road out here with new and different work lines, that is going to appear on that road before that easement is given to us that we should hold off on any development in that area until the roads and the 11 foot piece is conveyed to us. I think that there is going to be a safety issue and I think having that large construction where holes are being dug and everything else in there is going to be a hazard and I have a concern in that area.

Mr. Murphey: Do we have any idea when that road will be put in? They are not nearly as far along as along here, but also, maybe Alan can tell us, would there be an issue to prevent us from putting the pickleball courts in now before permanent road is in? I agree with Stan, if there is a safety problem, we don't want to do that, but on the other hand, if there is no problem putting the pickleball courts in before the road is in, I don't see why that would be an issue.

Mr. Rayl: I believe by the time we would finalize the plan, do an engineering design, get permit approvals on it, the road will be there. They already have stormwater in the ground, as well as sanitary sewer, and they were preparing subgrade base throughout other parts of the development. I expect the median and roadway improvements will be done shortly and don't believe it will be holding up construction.

Mr. Murphey: How about from an eye level standpoint and lawsuits?

Mr. Rayl: I am not an attorney, but it is 11 feet back.

Mr. d'Adesky: I am not going to speculate on the record about lawsuits that could potentially be brought against us, but normally the development would wait until the final development of the road. Once again, it is a business decision, not a legal decision, but it seems like it would be a good business decision to wait until the roads are developed and finalized to go in there. It does reduce the probability of something happening. I don't think our liability changes, but you have to think of liability versus business decisions.

Mr. Robertson: If you follow that argument, then we shouldn't have built the first two pickleball courts because they are on a dirt road, as well.

Mr. Williams: But we weren't doing major construction on the ones that were being done. We are talking about heavy equipment going up and down the road.

Mr. Robertson: Other concerns are whether it is 35 or 40 feet back from the road. If you wanted to put the pickleball courts in the back, there is a barrier on the whole parking area. From my point-of-view, I think it is a reasonable risk.

Mr. Mecsics: The pickleball folks have raised a lot of money, served a lot of spaghetti and meatballs, and have worked pretty hard to get this into fruition. I think

once we get all that done, there are rules as far as accessing it and I am hoping that can be accomplished.

Mr. Robertson: So I guess we need to come to an agreement of where we think it should be situated, come to a consensus. In that case, Mr. Williams, if you want to put a motion on the floor for the final layout?

A resident: Don't we get audience comments? After you decide what to do?

Mr. Flint: Mr. Chairman, the only issue I would point out is the information that Mr. Williams presented wasn't in the agenda package so the residents haven't had the benefit of seeing it prior to the meeting. If you are going to take action on it, I would suggest taking comments.

Mr. Robertson: Okay. We will then have people make comments on this item.

Mr. Judd: I am the Vice President of the Lake Ashton Pickleball Association and along with my wife, Lynne, have been running it for seven years now. Four years ago Mr. Flint gave us a proposal from the other community where they did four courts for \$30,000. Now we are talking about building two courts for \$32,000. Two and a half years ago we put in lights. The lights cost us \$7,000. Now the proposal for lights is \$18,000. The longer we wait, the more expensive it is going to be, and it is going to be harder for us as the association to pay for anything and it is going to go back to the CDD to cover the difference in costs. We don't want to do that. We are trying to be very proactive in trying to get these courts going. We can work out with Mr. Mecsics, the safety and security chair of how to access the new courts through the tennis courts or through the golf cart path. We would like to get them going. As it is now, if we approve the contract, they can't start until March and we don't get on to the courts until mid-May. We need 45 to 60 days of curing for the asphalt before you can do anything with putting the top layers on. So on behalf of the Pickleball Association, I would really like to see it going as soon as possible. Thank you.

Mr. Vogt: I agree with Larry and would like to see it moving forward as soon as possible. It won't be open until May, so I think if we had a slight delay it won't hurt too much, but we certainly want to have it done so that it is open to play in the summer and

when we come back next fall. It is too bad we didn't have the chance to review the layouts of the parking and everything. Can the drainage easement be moved further north so the pickleball courts could be placed next to the tennis courts and then have all the parking on the other side? It seems moving the drainage pipe might be better.

Mr. Flint: The pipes are already in.

Mr. Vogt: All of them are?

Mr. Flint: Yes.

Ms. Wright: The connections are.

Mr. Vogt: How much would it cost to move them?

Ms. Colette Farland-Vogt: I did not know that my husband was going to talk about the drainage so that was my concern and question as well. I think pipes are moveable. I heard somebody yell out that it is going to be too much money, but I would like to address that so for the next 30 years, we are going to have pickleball courts and we are going to have to yell between the parking lots that courts are ready. If we can adjust it now and pay the price now, a stitch in time saves nine, so if we could address it and move the pipes, then we could have the courts that we want exactly how we want, or close enough to what we want near each other, and then we can all live happily ever after at Lake Ashton. Thank you.

Ms. Lynne Judd: I am going to piggyback on some of what was said a little bit. It is not just shouting across the courts to say the courts are ready. As most of you know, pickleball is a very social sport. We give lessons to anyone and everyone for free. All they do is call Larry or me and we set up an appointment to give lessons. Everybody is welcome. Everybody also knows my big belief is this is one community. It is not two. This is so important. When we play pickleball, we are not playing with the same person every time. It is not an exclusive not wanting to play with you or another. If you are having to run across much larger parking lots, it is going to be an issue. I totally recommend that they are closer. I understand you will lose some parking, but if you are having more people in the golf cart parking lot, that may make up for some of the parking that is not cars. We are a golf cart community. That is what we are advertised as. I think

that would be more realistic and for the benefit of pickleball and people and our association members who raise all this money over these years to give this to the community for all to use. Thank you very much.

A resident: I just wanted to comment to implore you not to put the pickleball courts island in a sea of asphalt parking. It would really be better for all those involved if you could put the new courts close to the existing courts. The plans that were sent out as part of the agenda package where the one that was existing courts, golf cart parking, new courts, and the golf cart parking was along the drainage easement, I thought that seemed like a good plan. I don't think putting them in the middle of a sea of asphalt just for two or three extra parking places long term is going to be very good.

Mr. Robertson: I understand the desire for the pickleball players to have them all together, and that would be nice, but we didn't know about the easements initially. We thought we would be able to put them adjacent, but then we found out about the piping. If we put them adjacent, then we run the risk of if one of those pipes were to crack, which is not a high probability, but if it were to crack, we would have to tear up the pickleball courts, make the repairs, and start all over again. That is an expense that would fall on the CDD rather than the gracious efforts of the Pickleball Association. You are asking us to take on a liability there that we could take on, but might not want to take on. I know it would be nice to have them together, but it works. It is not ideal, but it works, so I am looking for a way from my point-of-view to get the four courts in place and up and running as soon as we can, but also be mindful of the costs of moving things, and I would not want to put them on top of the easement.

Mr. Murphey: I just wanted to verify where the location is draining because I know where the inlets are out there and I thought possibly the line could go into the closer pond, which is the one behind the eighth hole, but he said they are already going into there. So we are stuck with those. I don't know about feasibility of digging them up and replacing them. I am not sure that would work.

Mr. Rayl: It is always undesirable to build over a drainage easement. You run into a possibility of a pickleball court or two being taken out of service while that

easement is being used for drainage repairs, or if it is a few parking spaces, then that is how that decision gets made. The community is less inconvenienced by a few parking spaces being unavailable rather than one or two pickleball courts being unavailable and will be replaced at a much higher cost. So that is the reasoning for this layout. The easements are there because of the design of the infrastructure of the whole development. One is to the southeast of the outfall of the pond behind Hole #8, there is a 30 inch diameter pipe that runs in that easement and goes through our piece, and then the next easement, you can see the drainage inlet structure bottoms are already in the ground and they set the grates on top of it. So you can see where those are. That is a low point in the roadway. It would require redesign of that entire section of roadway to move those inlets so that is not be any recommendation that I would ever make, nor would I recommend moving a pipe that runs through the property. You don't want to spend money on moving that pipe out of the easement and building over the easement.

Mr. Robertson: Then I think it is pretty clear to me that the first thing we should decide is whether we want to take a risk and build the pickleball courts on top of the easement. That is a decision that we have to make so we can decide if we will take the risk to build it on the easement or not, but that leads us to our next decision. So the first decision is do we build pickleball courts on top of an easement area. The way this is set up, it is set up so you have an elected Board that has to struggle with these decisions. It is not a dialogue back-and-forth. It can't work that way. It is not set up to work that way. That is why we have public comments in the beginning and at the end. We even opened it up for comments because of the circumstances, but it is our choice. You are invited to comment, but by the rules you are not entitled to answer, I am sorry. That is how our process is designed. Do I like it? I don't necessarily like it, but that is one of our constraints. It is not an open dialogue for every single subject for every single resident who wants to comment. It can't work that way, I am sorry. What we are trying to figure out is what the best way to move forward is. The engineer said he wouldn't ever move that pipe. Regardless of the cost he wouldn't move that pipe. When I listen to that and right now the issues, right now we have had a proposal that pickleball courts can be built

and fully funded by the Pickleball Association. If you are going to turn it around and then have to move pipes and stuff like that, there is no way the Pickleball Association is going to pay for that so you may be asking the CDD to make a financial commitment in that direction, which is different than what we had going forward. So that is why we want to move forward on this decision at this point.

Mr. Mecsecs: How much will it cost to move the pipes?

Mr. Rayl: I am figuring that right now. I did not design this. I am just looking at it to try to give you an idea.

Mr. Robertson: Okay, then we can table this for the time being and move on to the next subject and when Mr. Rayl can he will give us that information so we can further discuss it.

D. Discussion of Lake Ashton II CDD Project 2020

Mr. Robertson: Discussion of Lake Ashton II CDD Project 2020. Mr. Mecsecs.

Mr. Mecsecs: We are soon going to be getting a whole slew of residents that we should try to help out. That is why I am trying for this 2020. This is when you as residents get a chance to give us some input. I will facilitate because I may be needed but I will not participate as a member. I have been working on the focus group to give us some input as to things you would like to see based upon things we can change, and that includes the amenities policies. I am looking for more volunteers. I already have some volunteers, but I am looking for some more so if somebody says that something is a goofy idea when you are standing next to them. The bottom line is we need your inputs. This is a good chance for us to work together on this project. Thank you.

FIFTH ORDER OF BUSINESS

New Business / Supervisors Requests

G. Discussion of Pool Use (Including Lap Lanes) and Amenity Policy

Mr. Robertson: Moving on to New Business, the first item on the agenda is to discuss our amenity policy.

Mr. d'Adesky: I will first address the public comment about the word public and my use of it in the memo. That was a very good catch in terms of the amenities policies

seeing what the definition of public is. We are allowed to charge a nonresident user fee for anybody who is not currently assessed by CDD assessments to come in here and utilize our facilities. Technically anybody in the world can that fee. It is very rare that occurs. I don't know if anyone does? George is saying no. Nobody pays that fee currently, but they technically could do so. So yes, I guess I should have put a little asterisk and said public means residents, guests of residents, people who pay this fee who don't exist, or other agents of the CDD and people the CDD permits like CDD staff. So it is limited. People can't just come in here without paying anything and nonresidents who haven't paid a fee can't just come in here and use our facilities. I apologize for that. I prepared a memo at the request of the Chairman just to go through some of the concerns when you are thinking about a policy and thinking of changing it and also looking at our current policy. I think it kind of speaks for itself. Currently our CDD staff, which is the amenities manager who controls the use of the facilities, is in charge of determining the most appropriate and reasonable use, thinking about the district as a whole. There really isn't a grandfather provision in the policy as it is right now. That authority is given to the amenities manager to consider all of the needs community, what is in the best interest, the balance, all of the programs, uses and residents. With that being said, I just brought up in the memo some considerations. You should always consider when you are thinking about CDD assets what is the best for the whole community, not just what is best for one group. With that being said, if that is particularly a popular program that is helpful, that is something you take into consideration in your evaluation whether or not how use a particular space. So that was my memorandum. I think that is a good preliminary discussion. I will turn it over to the Board for any questions or comments at this time.

Mr. Robertson: When I was in the pool around Christmas break, I was with two of my grandchildren. There is a volleyball schedule and a volleyball net was put up so we could play volleyball. My granddaughter and I were there and it turns out that the numbers didn't work out quite right so they invited me to play volleyball with them so she continued to swim around and I played a nice game of volleyball. Then Fred Olney decided his shoulder was really sore and he wanted to go home so he left Carol behind

because she was still enjoying herself. Rather than being odd man out, they invited my 10-year-old granddaughter to come play. She isn't as big as anybody else so she couldn't play as well as everyone else, but she came out and tried and actually got high fives from the other members who were there. They had a great time. She had a great time. She was welcomed very nicely. It was a really fun experience and I really enjoyed it. In looking at our amenities policies, it is in the rules that there is a clear distinction between the swimming pool and the other facilities, as it is written today. The swimming pool is not available for rent. This room is available for rent. All the other rooms are available so if some group wants to come in and have session or something, you can get expect to be able to use it privately. That is how the amenity policy was set up and it has worked fairly well. The current capacity of our pool can be looked at in two ways. The national standards for swimming pools that are five feet and under in height, they require you to have 15 square feet per person. Based on the size of the swimming pool we use that standard and our pool is capable of handling over 150 people. I wouldn't want to be in there with 150 people, but that is the national standard for swimming pools. Our swimming pool is rated for 45 people and the reason it is rated for 45 people is based on the filtration rate that we have. If we decide that we want to get a higher capacity we can examine the possibility of changing our capacities of our flow pumps. If we get a higher flow rate of filtration, we can raise the capacity of our pool. At the current time, our capacity is 45 people. As new people come into the community, they may request to be able to use the facility and I look at the amenities policy that is written, which says you can't rent it, it is not available for exclusive use. If it is not available for exclusive use, then how can I deny somebody a request to use the swimming pool? On what basis do I say no, you don't get to use the swimming pool? Do I think it is the right thing to do? You have a whole bunch of people doing a class, why would you get in the middle of the class and swim? I wouldn't do it, but from the way I read the amenities policies, they have the right to do it. I am looking at the rules that were given to me and that were set up and inherited by this Board. We can have our Board decide if they want to redirect the amenities policy and change it, but at this moment and time, I think it is very nice that

people have said how hard we have worked to make the pool brighter, get the temperature right, do all of the right things, and we are obviously trying to have an amenity that everyone can use and enjoy. And so it is kind of mindboggling to me to say how much effort I personally have put in to getting that pool ready so you can enjoy using it, and then receive some of the viscous e-mails I got saying what a nasty person I was for asking that somebody else be allowed to use the pool at the same time. It hurt my feelings. I can deal with it, but if we are looking to enjoy ourselves in our retirement, we should try to figure out how to get along. It is hard to move when you retire. We have to be more amicable in making our approach. We have had requests for people to swim at that time and I was trying to accommodate that request because I thought it was within the policy. So that is where I was coming from and why I asked Andrew to give me an opinion. He came to the conclusion that we do not have in our policy the right to grant exclusive use of the swimming pool because it is controlled by a different clause than all of the other amenities. You cannot rent the pool as you can rent a room in this building. So the pool is a different category than other things. We also have the first come, first served rule in our policy so if the swimming class were to reach 45 people, then we can say the pool is full. So that is how the current policy sits and we have to decide if we want to give the amenities manager a different direction.

Mr. d'Adesky: I just want to clarify that there are two proposed ways to handle this. Number 1, to not do anything and have it stay with status quo. Number 2 would be to direct the amenities manager to allow the exclusive use of this during the requested time period. So we have two options and I just want to make sure that the potential action would be framed correctly because we are not changing the policy itself, but directing the manager to do that. So that is the decision for the Board.

Mr. Murphey: I am not that familiar with which classes meet out there, but we do have some water aerobics classes, is it closed to everybody else?

A resident: Yes.

Mr. Murphey: I thought there was a sign that says there is a class going on.

A resident: There used to be. And it was on the calendar.

Mr. Robertson: We have had requests. We took the lap lanes down and when we started getting requests we talked to every other group that has scheduled things and left the lap lane open for every other group but this one group, which is a group that is very well-represented.

Mr. Murphey: How often do they have the class? Is it two or three days a week?

Mr. Robertson: Tuesdays through Saturday and they want them for 40 minutes.

Mr. Mecsics: And the outdoor pool is too cold. Mary asked me to come out and watch. I told her I get hives at exercise facilities, but I did come watch and it is all about having access to something. Is it that difficult to have a lap lane there, too if someone really wants to swim laps at the same time?

Mr. Williams: I have looked at this myself and talked to folks in the classes and I am listening to you folks out there. I think we are here to represent a majority of the people. I personally know somebody who uses the lap lanes quite often, two or three times a week. He works out at the gym, then walks in and uses the lap lane. I asked him what he does and he said if he has to walk out there and the class is going on, he will use the hot tub. I don't know how many laps he does in the hot tub, but he said there are so many other hours in the day that he can go swim laps. I don't know why all of the classes are morning classes. I don't know why there can't be some kind of delineation of time that says for so many hours or an hour in the morning there are going to be classes and from then on it is open. I think we can make some kind of accommodation if you think about it. If we are talking about 40 minutes each four or five days, roughly two hours a day the different groups like to use the pool. I don't know if there is any way to limit the amount of classes we can have. We certainly don't want to take all of the time for classes and not allow any kind of lap time. But I think we should be able to come up with a policy that accommodates the most people.

Mr. Robertson: If you provide direction then you have to decide how few people get to control the pool. And will you have other groups that will want to take advantage of the same opportunity so you are going to have to give us direction as to how many people get that control.

Mr. Williams: The classes are in the morning. I would say there are two hours in the morning that we will allow classes. And that is what it is, or something of that nature. Then after that the pool is open and anybody can use it for anything. Maybe it is three hours in the morning, I don't know, but there has got to be a way to accommodate this.

Ms. Wright: I know most of the people are here in the morning exercising. If you ask the classes and the people in them, most of them don't want to come in the afternoon to do their exercise or swimming their laps or anything else. They want the morning times. So if you say no and limit time in the pool and expect those people to change their whole lifestyle and do everything in the afternoon just because you want the pool in the morning, then we are still playing favorites. If we make one exception for one group, then we have to consider making exceptions for all groups, which means we need to work on the amenities policies and change it. It is not that I don't want to let them have the pool to themselves, it is that we are talking about the policies as written and if we want to change the policies, then we have to change them. You can't start making exceptions for individuals, though.

Mr. Flint: Let me clarify something because I have had a couple residents hand me our own amenities policies, which I am pretty familiar with, but the policy allows discretion to the amenity manager how these things are handled so you can't cover everything in this policy. The current policy doesn't need to be amended to address this issue. What the situation we are in is the amenity manager has made a determination in this particular instance and if the Board is not comfortable with the decision the amenity manager has made, then you can direct the amenity manager to make a different decision, but you don't really need to amend the policy because the policy gives the authority to restrict in certain situations the access to the pool. It is a discretionary thing. That is the decision and I think Andrew framed it. If you not going to do anything, it will stay the way it is. If you are not happy with the amenity manager's direction, you need to direct the amenity manager to it differently, but we don't really need to amend the policy.

Mr. Robertson: Then the issue is if we are going to direct the amenity manager to change things and give proper discretions, as Carla said, if you allow one group, then

you have to provide opportunities to do the same thing for the same amount of time and that is a problem we might run into.

Ms. Wright: And each of those decisions have to come back to the Board meeting. If you make a decision and we have a group or individual who disagrees, and we have a large group that wants to change it, does it have to come back to us with another direction to change the decision that was made?

Mr. Flint: It is not required to, but if you have an audience full of people, then you may want to consider that. But it is not required.

Mr. Robertson: The reason we are having this discussion today is because we couldn't come to a conclusion. So I brought it back because I wanted to have direction to see what is the best way going forward, and as Mr. Mecsics said with all the new people coming in, things are going to get tighter and tighter and I worry about the entitlement of people saying you are not as equal as the rest of us because we got here first. That is a slippery slope we don't want to get on.

Mr. Mecsics: In this case, that group I think has about three weeks left. Let them finish up, and with the exception that if somebody shows up and says they want to swim laps, they yield to that individual and that way they can finish up what they want to do and we can address the amenities policies. I think we just need to bear with each other and we can try to accommodate everyone.

Mr. Williams: I think what Doug was trying to say was that originally it was stated on all of the boards that they have access to the pool, but it has changed. It wasn't always like that, right?

Mr. Robertson: This group has been able to have exclusive use of the pool for many years because no one else has requested to use it at the same time. We have had this carried on for years where no one else has come and said they would like to use the pool until recently. And then when that happened we had to respond to it. The question is if we leave the lap lanes in, it doesn't prevent people from using the entire rest of the pool to do their exercises, and it also allows the opportunity for someone to use the lap lanes at the same time if they so choose. It doesn't preclude either that way.

Mr. Flint: Can we try to eliminate all of the side conversations in the audience please? I don't think the Board can even hear each other talking. I would appreciate it.

Mr. Williams: Where do we go then?

Mr. d'Adesky: It is either action or no action. Someone can make a motion and it can be voted up or down. If you would like to make a motion to direct the amenities manager to permit it, you can make that motion and vote. Otherwise there would be no action to take.

Mr. Murphey: First of all, I don't think we need to amend the amenities policies like you said. Then my only question is Mary the amenities manager?

Mr. Flint: Yes.

Mr. Murphey: Then I do have to agree with what Carla said. People probably want to exercise in the morning and when you guys are doing your class, but if we are only talking 40 minutes, I just don't know why we can't just say listen, no swimming laps between 8:30 a.m. to 10:00 a.m. I know what you are saying about setting a precedence. Let's let them use it exclusively for the 45 minutes, and if it becomes a problem, we still reserve the right to intervene. We have 340 more houses over here that were sold, 680 people and some of them may want to do their own classes. Also, Mary, how many people come to you and say listen, I want to swim laps right now but I can't because that class is in here?

Ms. Bosman: To-date, zero.

Mr. Murphey: I know people probably don't want to be limited and told if they want to swim laps at 8:30 a.m. they can't do it, but we need to work together here and do what is good for the common good. I don't see where it will be that much of a problem to just limit the class for the 45 minutes.

Mr. Mecsics: I will make a motion to allow them to use the pool.

Mr. Murphey: I will second it, but we need to have discussion before we vote.

Mr. Williams: I don't think we should limit it when you have two other groups in that pool in the morning. If we are going to do this, and I think we should, I think you have to say from 8:00 a.m. to 10:00 a.m. or 8:00 a.m. to 11:00 a.m. or whenever it is, it is

going to be exclusive so that it is exclusive for all groups during that timeframe. We have to make it for all the groups. We cannot just make it for one.

Mr. Mecsecs: Can I amend the motion to say we give every group that asks for exclusivity during that particular time period?

Ms. Wright: No, it should be scheduled activities.

Mr. Mecsecs: Scheduled activities in the morning we can have them schedule it so they can have exclusive use of the pool. That is my amended motion.

Mr. Robertson: So what we are saying is we are going to exclude lap swimmers from 8:00 a.m. to 11:00 a.m. during scheduled classes. If there is a scheduled class, we take the lap lanes down while there is a scheduled class. Is that pretty clear?

Mr. Flint: Yes. The motion was in the a.m. for scheduled classes if requested, the lap lanes will come down.

Mr. Robertson: Okay so if there is a scheduled class and they request for the lap lanes to come down in the morning, that is the timeframe from 8:00 a.m. to 11:00 a.m.

Mr. Williams: It wouldn't preclude people from swimming laps if perchance there is no class during that time. So I don't know if we want to put in here that they cannot swim if there isn't a class during that timeframe.

Mr. Robertson: We said just during a class. If they are doing exercises, they can take out the lap lanes for those people so they can have exclusive use of the pool.

Mr. Flint: I think that is sufficient direction.

On MOTION by Mr. Mecsecs seconded by Mr. Murphey with all in favor the Board approved that scheduled activities in the morning from 8:00 a.m. to 11:00 a.m. could ask to be scheduled with exclusive use of the pool and for the lap lanes to be removed.

Mr. Murphey: I know there are some other issues where we will be dealing with where people can be a little more civil when dealing with some of our Board of Supervisors up here. I am sorry that Doug had to go through what he did.

A. Consideration of Resolution #2017-03 Electing Rich Hans as Assistant Secretary

Mr. Robertson: Consideration of Resolution #2017-03 Electing Rich Hans as Assistant Secretary.

Mr. Flint: Mr. Chairman, Rich Hans was previously an Assistant Secretary. He operates our South Florida office, which does the accounting for the district. When the Board approved the last resolution for electing officers, I neglected to recommend him being designated as an Assistant Secretary for purposes of signing checks and administering the bank account and I would like for the Board to name him as an Assistant Secretary, which he had previously been. He was just left off that resolution that was adopted last time.

On MOTION by Mr. Robertson seconded by Mr. Murphey with all in favor Resolution #2017-03 Electing Rich Hans as Assistant Secretary was approved.

B. Consideration of Requested Assignment of District Engineering Contract to Rayl Engineering & Surveying, LLC and Consideration of Addendum to Agreement

Mr. Robertson: Consideration of Requested Assignment of District Engineering Contract to Rayl Engineering & Surveying, LLC and Consideration of Addendum to Agreement. Hamilton Engineering decided to remove itself from the Polk County market and Alan Rayl agreed that he was going to relocate his engineering consulting firm to retain the opportunity to continue with services as District Engineer. In order to facilitate that, we had to transfer the contract from Hamilton Engineering over to Rayl Engineering & Surveying, LLC so do we have a motion to do that?

Mr. Murphey: I have a quick question. How is compensation determined here? Is Alan doing a fixed fee contract? The reason I am asking is because several times I have called him up and asked him to look at a few ponds. Is that like an hourly charge?

Mr. d'Adesky: The modification has to be in writing. It is required, so we had to do it so it is out there and in writing. His compensation under the new plan, nothing

changes from the old plan to the new plan. I will let George further discuss, but I believe there is an hourly component.

Mr. Flint: Yes. The Board approved a general work authorization with a dollar amount and Alan gets paid hourly based upon that. So every time you call him, he does collect the same way our attorney does, but on specific projects, he will prepare a work authorization that the Board will approve that could be a not-to-exceed or fixed fee, but the general tasks that Alan is typically working on are hourly tasks.

Mr. Murphey: Okay. So if I ask him something, should I go through you or Doug because Doug has the authority to sign for that?

Mr. Flint: Well you can't really go through Doug because of the Sunshine Laws. It is really up to the Board. A lot of times it can get out of control if you have five different Board members calling the engineer and calling the attorney. So a lot of times Board will set their own sort of informal policies as far as how you want to handle that. Some Board members don't want to be precluded from reaching out to their professionals directly, and they take exception to having to answer to anybody else. So it is really up to you. A lot of times you can run it through the District Manager and we can do it that way or if you don't want to have to be precluded from interacting with your professionals, you can contact them directly.

Mr. d'Adesky: I will say that just as a billing comment, because we deal with things the same way in terms of the hourly component, it is often more efficient for us and it saves you money if you work through the District Manager because they are the ones who are able to articulate the questions pretty clearly and what they know we need to look at. So a lot of times that filter actually increases the efficiency, but that is just a comment, not a requirement.

Mr. Murphey: So when I want to know what kind of stone we should put around the pond, I should ask George to ask Alan what kind of stone to put around the pond?

Mr. Flint: I don't know the answer to that question, but sometimes I know the answers and we don't have to bother them.

Mr. Robertson: I think that if we coordinate through George and have a project that will take a couple hours and you want to do it, that as long as it is within our spending limits he can say what needs to be done and give the authority to get it done. But for instance Stan and Alan worked together on the pickleball courts and parking, and it was a long process. I think we can do the same thing and keep George in the loop so he can say to go ahead or not. Does that seem reasonable?

Mr. Murphey: Yes. So we need a motion?

Mr. Robertson: A motion to reassign the Hamilton Engineering contract to Rayl Engineering & Surveying.

A resident: How did you determine he is the best quality engineer?

Mr. Murphey: Alan has been doing the engineering for us all along. He is not a new engineer.

Mr. Flint: We are not going to get into a dialogue, but just for the audience's benefit, there is a process required in the statutes that the Board followed when they selected Hamilton Engineering and Alan Rayl as District Engineer. The statutes provide for that. What this is doing is just assigning that Alan Rayl was selected as the District Engineer and this is just an addendum assigning that agreement to Rayl Engineering. The Board could decide at some point in the future if they want to, to issue another RFQ for engineering services, but you have gone through that process.

On MOTION by Mr. Murphey seconded by Mr. Mecsics with all in favor the requested assignment of district engineering contract to Rayl Engineering & Surveying, LLC and the addendum to the agreement were approved.

C. Consideration of Agreement with Applied Aquatic for Maintenance of Rattlesnake Lake

Mr. Robertson: Consideration of Agreement with Applied Aquatic for Maintenance of Rattlesnake Lake. I think that is annual contract we have with them?

Mr. Flint: Yes, this is just a renewal of the agreement that you previously entered into with Applied Aquatic. It is quarterly at \$700 a treatment for a total of \$2,800.

On MOTION by Mr. Mecsecs seconded by Mr. Murphey with all in favor the agreement with Applied Aquatic for maintenance of Rattlesnake Lake was approved.

D. Consideration of Proposal from Reserve Advisors

Mr. Robertson: Next is Consideration of Proposal from Reserve Advisors. In 2009 we had a reserve study done for long-term maintenance issues. In discussion with Mr. Flint and myself, there are some issues that are up in the air. We have half a million dollars still outstanding from the developer. We don't know when that is going to come in. There are other things like that so I would propose that we postpone the full reserve study cost of \$4,500. I would rather do that when we have a further idea of where we are at. These are difficult to do in the first place. We still have a lot of other things that still have to be figured out before we do this so I would recommend postponing the reserve study until we have a little more clarity.

Mr. Flint: Doug and I spoke before the meeting and the reason this is on here is because Lake Ashton is going through the process of updating their reserve study right now and there was some discussion as to whether there would be any cost advantage to do both at the same time. There is not really any cost advantage. The cost is going to be the same whether we do it now or next year. The infrastructure is not fully in place right now, roads are not constructed. Deferring action on this I think is okay at this point, but we will need to get a plan going forward once we start funding reserves and we have that land on the roll and you have that road coming in so you want a plan that you can look to when you are setting your annual assessments.

Mr. Robertson: This plan asks for us to reserve about 12% of our operations and maintenance budget for reserves to be available. Currently with how we have things, we are actually over 25% because we have been careful with our funding and also we haven't raised the operations and maintenance, but we have been spending a lot less than what was budgeted initially. So we can just put it aside until a future time.

E. Discussion on Funding for New Stop Sign at Phoenician Way and Pebble Beach Boulevard

Mr. Robertson: Mr. Mecsecs, you have Discussion on Funding for New Stop Sign at Phoenician Way and Pebble Beach Boulevard?

Mr. Mecsecs: Yes, I do. What we have right now on Phoenician Way, we have two-way stop signs coming down Phoenician, but that intersection needs one more stop sign over by the dog park. Secondly, our stop signs are starting to get really washed out. I think we might want to take a look at replacing those, as well. So the motion would be to procure a stop sign for Pebble Beach and Phoenician, not-to-exceed \$1,000 and replace the ones that are washed out, not-to-exceed \$500.

Mr. Murphey: Where do we get the stop signs from? The city? The county?

Mr. Flint: We previously bid out those signs so we have gotten two or three bids and we know where the best price is, which is Extreme Graphics. It won't be \$1,000. He is setting a not-to-exceed amount.

Mr. Williams: We have two stop signs out there now. Do we really want a three-way stop? I don't see that it is a problem over there so I was wondering if we really need a three-way stop.

Mr. Murphey: I walk out there a lot. I really think people coming around that bend, I think it would be nice to have that stop sign there. Like Jim said, it will help slow people down.

Mr. Mecsecs: Eventually I hope to put a sign out there that says 20 means 20.

On MOTION by Mr. Mecsecs seconded by Mr. Robertson with all in favor the Board authorized procuring a stop sign for Pebble Beach Boulevard and Phoenician Way; not-to-exceed the amount of \$1,000; and also authorized replacing the stop signs that were faded out; not-to-exceed the amount of \$500.

F. Consideration of Proposal with Commercial Fitness

Mr. Robertson: Next is the proposal to renew the contract for the annual maintenance on a quarterly basis. Could I have a motion to approve that?

On MOTION by Mr. Murphey seconded by Mr. Williams with all in favor the proposal with Commercial Fitness was approved.

H. Discussion of Roads in New Phase

Mr. Robertson: Discussion of Roads in New Phase.

Mr. Flint: Mr. Meccsics may have asked for this to be placed on the agenda, but some of it gets to some of the questions we received under public comment. Some of those are engineering items, some are District Manager-related, but all of the roads that are being constructed in the new phases are being paid for by the developer. The district is not using district funds. They are funded by the developer; however they will be conveyed to the district for ownership and maintenance. That is how it was originally set up. The issue of the term private, I always struggle with and Alan can probably tell you that they have had a pretty good e-mail exchange with him on that issue because a lot of cities look at any road that is not a city road as being a private road. They don't care if the CDD is a government entity or not. They use the term private and public, public being city, private being anything that is not city. And it is not just Winter Haven. It is a lot of municipalities that look at it that way. It is an education process, but sometimes that is the terminology they use and just because they use the term private, it does not mean it is a private road. Our red flags go up when the term private is used because we are very careful about the use of that because we are issuing tax exempt municipal bonds. We have bond counsel to issue opinions that these improvements are eligible to be financed through tax exempt bonds and are public roads. But it is a habit that municipalities tend to use. Any road that is not their road, they see as being a private road. I have talked with Alan about the issue of design standards, inspections, and that sort of thing. I know Alan has had communications with the city, so I will go ahead and let him relay that to you.

Mr. Rayl: Thank you, and I agree 100% with your explanation on that. When I was the Polk County engineer, those are the terms that it is looked at with public and private. Anything that wasn't the county's, it didn't matter who else's it was, it wasn't ours when I was the county engineer. I tried to take some notes when Mr. Vogt was speaking to try to answer some of those questions as I go through this. I mention that

this is also in the minutes from the last meeting that when plans were submitted for development approval through the jurisdiction City of Winter Haven or Polk County or any other, they are still subjected almost every time to the same standards as if it was going to be a public road owned and maintained by that jurisdiction. The exception would be mobile home parks for example, they are allowed to do inverted roadways with the drainage running down the middle. Those roads are really drives, not public roads. That is a whole different animal than what we are talking about here. This looks like a public street, acts like a public street, and it is designed to perform the same as a public street. When they were saying it meets a lesser standard being private, and you did bring up right-of-way, that is really about the only thing that does apply meeting a different standard. Lake Ashton has 30 foot wide right-of-ways. That is lower than any other right-of-way width allowed in Polk County. Polk County minimum standard right-of-way for a public road is 40 feet and I didn't even like that when I was county engineer because 50 feet is really a better standard. Because we privately maintain these streets and the CDD owns those streets, we have more flexibility and don't have to meet a standards for the City of Winter Haven for something they are going to maintain and accept and they would want a wider right-of-way to conduct all of their maintenance operations in there. So I can say for a fact that is a different standard. I have reviewed the construction plans that have been approved by the city. They do meet every standard that they would otherwise meet for design cross sections of these roadways. I would say the condition of the main boulevard in has suffered from some heavy homebuilding traffic on it that I wouldn't expect these later phases to have because I think they have an alternate construction entrance. Those loads while you design for a certain amount of those in doing the design of the roadway section. That is not what they are fully designed for. They are light traffic roadway designs for the most part. I have looked at those plans and they do meet the public standard for the roadway cross section in every way with the asphalt base and subbase. The developer did request an equal alternate base material. I think they went from limerock to concrete. They sent me the detail, which I sent to the District Manager, and again, it in every way meets the acceptable standard for local

streets in a subdivision. I have designed thousands of lots in subdivisions, and I would have designed this roadway section if I was doing the same here, so I will tell you that the public design standard has been met for these roadways that are under construction. Also the city is conducting sections and are not only on the utility lines that are going in and will have ownership and maintenance responsibilities of it and also the compacted effort above the lines when they go in the ground. They are required to meet compaction densities so the roadways above don't fail and subsequently the pipes below can fail. All of those things are being inspected, testing is being done, and reports demonstrating that are available through construction from the test labs, or we would have to go through the developer and the contractor, but those are also required to be turned in at the end of construction to demonstrate that the entire project has been tested adequately. Signage and striping was mentioned. Those are ailments that are typically shown on construction plans by a design engineer. Again, a distinction between public and private, in Lake Ashton you have the ability to determine you want to set a 12 mph speed limit on the road if you want to. You don't see that on a county road anywhere. You have a 20 mph, but you don't see speed limits posted lower than 25 mph on typical public roads. Typical signage and striping are also part of the engineering consultants design that does go through that jurisdictional approval, also. The curb lines that are not draining, I heard something about that. Typically during construction the underground storm sewer lines are bulk-headed to keep eroded material from traveling down the lines that block off the inlets so if a large storm event happens, water can't still escape, but that may be slowing some of the flow and influencing the water lines. I wouldn't be concerned about it during construction if it is evidenced after construction. I would expect to look into that then. And at the time construction is completed, these roadways are going to be turned over and dedicated on the plat and conveyed. They will come with a warranty period of I believe about one year in the City of Winter Haven. Usually that amount is 10% of the value of the improvements being dedicated so if there was a million dollars worth of roads, there would be a \$100,000 surety that accompanied those roads that would have to remain in effect for the entirety of the warranty period in case something failed and

the developer was unwilling to remedy the failure. That surety is in place, which can be a bond, a letter of credit, cashier's check, whatever. At the conclusion of that one year warranty period, I would recommend that this be done at the time the streets are turned over to the district and do a review of the condition of the streets and at the end of the one year period do a similar comparison. It is usually best to do it maybe a month before the end of the warranty period so there is time allowed for repairs to be made. I don't have any concerns about the streets under construction in design whether it has been submitted and approved by the City of Winter Haven. I have not observed or reviewed any of the test reports. I certainly can, but I have faith that the City of Winter Haven is doing that and their inspectors are out there. That is the full extent of what I have looked into regarding the condition of the roads currently under construction.

Mr. Murphey: At what time are those roads going to be turned over to the CDD?

Mr. Rayl: Construction-wise they will reach substantial completion, they will have a punchlist, final walkthrough with the city and the developer's representative. If the contractor has completed all of the work they were hired to do.

Mr. Murphey: They are getting ready to put the roads in fairly soon so it might be within a couple months that they will be conveyed. They will be conveyed to the CDD while they are doing all of the house construction and everything.

Mr. d'Adesky: I just want to comment that we do have a separate protection. We have a completion agreement with the developer. They have agreed to complete as part of the bond of the procedures and in addition to everything that Alan has said, we additionally have the bond on the hook until Alan signs off and gives certification that they are an acceptable quality to the district. So that is separate in addition to all of those other protections. So we do have multiple layers that are conveyed to us with what we deserve and what we pay for.

Mr. Robertson: I believe you have seen some houses already under construction on Pebble Beach that were under the previous plat and that is why they are able to start those homes right now. As soon as they get off of Pebble Beach and onto the other part, that is the land that is not platted yet so when they get the roads ready and go through

the platting process right now and come back to us to approve those changes, that will all probably be happening within the next three to six months.

A resident: The standards are not being met. I have lived in developments in Washington State, in Maine, in New Hampshire, and I have never seen streets that have to be repaired over and over again.

Mr. Flint: We will have general audience comments again in a moment, but we can't have these outbursts during the meeting. It is not professional. Okay, are we done with this item or any other discussion?

Mr. Robertson: I think so. Okay. What about the pickleball item? Are you ready to make some comments?

Mr. Rayl: Regarding the pickleball courts, Mr. Williams, is it possible to put that last slide up? As was requested in our earlier discussion, I was able to reach a contractor while we have been here to get some numbers for a pipe similar to what has been installed out there from looking at the plans. I had estimated some numbers, but his numbers were higher than mine of what it will cost to put the material in the ground for material and installation costs. So as I said before, the question is never move the pipe, but what am I most willing to lose over the pipe? Again, moving the pipe isn't the solution here because you have to move it somewhere on that piece of land. You can't move it off of there. It is going to encumber that property somewhere. So say you decided to move it away from its current location and move it all the way to the other end, which would be the furthest bypass you can do, you would have 350 more-or-less feet of the 18 inch pipe, you would have the same amount, roughly 350 feet of the 30 inch pipe, and you would have two structures on each line and two new end sections on each line. You would have to demo the existing pipe out of the ground. You wouldn't leave the abandoned pipe there it to fail and give you the same problem you are trying to avoid. Mobilization of a contractor, all of those things in round numbers come up to \$30,000. To replace pavement over that same area if the pipes had to be worked on, car parking lot, golf cart parking, whatever, had to be disturbed or removed while that work was being done and had to be replaced, you are looking at less than \$10,000. So you put on top of the easement what

you are most willing to lose. You don't want to spend the money to move the pipe. In many cases, that easement never has to be occupied for that purpose. A 30 inch pipe, you would have to have a complete collapse failure of that pipe to need to get in there. You could do just about every other kind of maintenance on that pipe through the pipe. So it is not always a guarantee, but if that easement does get occupied or used later, you always run that risk and you then have to identify what level of risk you are comfortable with the improvement you build over that easement. That is really pretty much where that stands. I brought copies of that last plan that was reviewed and I have heard a lot of comments about making some tweaks to this, but I wanted to just mention a few things that I heard brought up. Through the course developing this concept, and that is all it is right now, just the latest concept, some things that were brought up were a maximum of two courts could be constructed and the orientation was done as much north-to-south as possible to keep players from having to look into the rising or setting sun. I appreciate the sketch that was done by the pickleball group. The first thing I want to talk about is that the room just does not exist between the right-of-way corridor where the new road is going in, and the existing pickleball improvements. These are 60 degree angled parking spaces, which are required to meet standards of Winter Haven in order to get these approved in construction and they do meet that standard and you can see there is just a handful of feet left. So there is certainly not enough width to accommodate another 20 foot wide pickleball court with any kind of border or outside area around it. So the next best thing to do was look at this area. The limits are set. The right-of-way is set. The road is set. The parcel behind is set. The thing you can do in there is put in some parking. This layout shows 13 spaces. Similarly we talked about maybe a land swap with the golf course and working out something with them to help out with the parking deficiency and there might be 27 spaces added. So just between these two and angled parking, there would be 40 spaces, plus another six so a total of 46 spaces could be added through the development of the pickleball court project. What I heard the most today is this great distance between the courts. It is really not that great. It is 64 feet, which is the length of a pickleball court. You have a 20 foot parking space, a 24 foot drive-out, and another 20

deep. So I don't want people being concerned that it is extremely far away. It can certainly move closer if you get rid of some car parking.

Mr. Williams: I pushed hard for as many spaces as I could get.

Mr. Rayl: One of the criteria mentioned was as many car parking spaces as you can. Some of the other plans that were shown earlier, I wasn't looking at those as potential concepts. I was demonstrating what little options are available to generate car parking spaces. I think that angled one with the drive going around the back, there wouldn't be enough room to do it. This is a very efficient layout, and as I understand each parking space will also accommodate two golf carts. There are 36 total parking spaces shown in this concept for cars or 72 for golf carts. So in total, there are 82 vehicle parking spaces here and 164 golf carts. You can generate a large number and determine what mix you want. If you want to turn this back into golf cart dimension parking area only, another idea I heard was showing some angled parking off the cart paths. That is allowed and I would certainly suggest that as a good way to get some close parking and decrease that distance between the existing courts and future courts. If you end up creating an area of nothing over here you could add another golf cart parking area. Otherwise you just have some open space that would not be large enough to expand the car parking area or do anything else with. One thing I had mentioned before the meeting started today to help the residents visualize where this is going to go because this is really hard to see the way the road is right now where it stops and where you see the pair of inlets at, it doesn't look like it is going to be the same road. It is really hard to visualize how it is right now. So I have asked the attorney if we could send word to the developer that this tract that was just conveyed to us, if we can get those corners staked out so everybody can see and get a feel for it. Keeping in mind that those are 11 feet shy of that corner because we don't have that yet. That is going to be coming in a separate conveyance to us. But you will at least be able to see this back line and where each line will fall so you can visualize it. Again, tying it back to the construction of the development that is going on right now, again, we are just at the concept right here. This does require going through Winter Haven for approval. The square footage of the

impervious surfaces being contemplated also require a minor modification to the S.W.F.W.M.D. permit. It is very minor because this area is already set up with the impervious surfaces of homes. It is a minimal amount of change.

Mr. Williams: Just another thing, the court that is displayed is 65 x 64 right?

Mr. Rayl: Correct. The dimensions of the pickleball court are 20 and 24 and the 64 came from adding 10 feet on either end.

Mr. Williams: I believe the proposal that we have calls for 65 x 65 so there is a foot difference between what the proposal said and what is displayed here. I don't know if that makes a difference, but I just wanted to make sure everybody knows that.

Mr. Rayl: We can adjust that just to bring it in-line with everything. I think Mr. Murphey mentioned scooting this back. It doesn't gain anything on the front to do that. There are some angled spaces there and I think there is one about five feet from the proposed edge of the courts would begin. There are 14 here and you can certainly push it back 14 so now you have 20 foot space, but it still not big enough to do anything with. It would make it more accessible to keep it closer to the central parking and it could come off the street as angled parking. I can modify this concept to turn this area back into some golf cart only parking. That will move the pickleball court closer to the easement. As I said earlier on, I wouldn't recommend putting the pickleball courts on top of the easement and I would also make sure to keep it at least five feet off the easement because I don't believe these easements are big enough to begin with for the size and depth of the pipe. If they ever had to dig up this 30 inch pipe, they are going to be operating outside of that easement. We can't do anything about that other than the improvements will be put in next to it. I don't have any engineering concerns based on moving the pickleball court closer. Based on the golf cart parking layout, it makes a reasonable distance between that and the edge of the pickleball court. You will be able to put one of these closer and end up with a little more green space because there is not going to be enough room to anything else with it other than possibly put more golf cart parking over there.

Mr. Williams: Did you estimate how much closer it will be?

Mr. Rayl: I think that is one of the easement lines, so that is 24 feet, another 20 feet, and I think that is five feet, so that is about 50 feet. You could have 35 feet between these courts to have the distance currently being shown.

Mr. Williams: So about 30 feet closer we'd be giving up some parking spaces.

Mr. Rayl: About 18 cars and 36 golf cart spaces. That whole thing goes away and the golf cart parking shown in the previous concept plan, that is what we would come back with. Remember you still have the opportunity to bump up the cart parking numbers through the angled parking off the street, which I did talk to the city and it can be permitted so we have more flexibility of doing that. You don't often see angled parking off of publicly owned and maintained local streets in Winter Haven subdivisions, but we can do it here because we have a little more flexibility in our privately owned right-of-way areas.

Mr. Williams: The only thing we can really consider is above the road.

Mr. Flint: Mr. Chairman, one thing I might suggest, you have a joint meeting on the 24th. You can always continue this meeting to just before that meeting and maybe if Alan needs more time to be able to go back and provide another concept, you can have the benefit of that if you are not comfortable with making a decision right now. I am just trying to think of an option that might allow you to have a little more information than you've got if you feel like you need it before you take action.

Mr. Murphey: Don't we have another layout possibility that Alan came up with which shows kind of what we are talking about?

Mr. Rayl: Not in final form. It just has that angled golf cart parking.

Mr. Murphey: So the pickleball courts could be 20 to 30 feet closer. What I am hearing from the people is they really would like to have the courts as close together as possible, but on the other hand, I think the Board has to be conservative with the idea of not putting those pickleball courts over easements. We definitely don't want to do that.

Mr. Rayl: This concept is just about where discussions are. It doesn't show the angle where the street parking is where we can generate a number of spaces there. You have the 18 regular parking spaces back here and increased greenspace if you take out

some of the regular car parking areas and turn them into golf cart areas. It is pretty close to that. You can have the option of adding more golf cart parking, or put more on the other side of the courts.

Mr. Murphey: Do we need to vote on one of these now or do you want to wait the two weeks?

Mr. Robertson: We have had a pretty good discussion. The first thing I wanted to do is make a decision on whether or not we will build the pickleball courts on top of the easement and I think from our discussion that we have concluded that we are not going to do that. I don't think that needs a motion does it? We are not going to do that. Then the next question is how many parking spaces are we willing to forfeit?

Mr. Williams: Well we already saw that. We are going to forfeit 18 spaces.

Mr. Robertson: We are going to be forfeiting 18 car parking spots from our design if we do this.

Mr. Williams: But we will gain more cart parking.

Mr. Robertson: The way the design is, it has two carts or one car right now per space. By shifting all of this we will lose some car spaces, but we will be able to park more golf carts. If we shift the pickleball courts towards the easement, how many car parking spots do we lose?

Mr. Rayl: If you want to see the pickleball courts closer, in one concept, you cut off nine spaces and they can be 20 feet closer. In another concept you remove 18 spaces and you would be about 30 feet closer.

Ms. Wright: The 18 are cars or carts? We'll still have parking on the other side.

Mr. Rayl: Yes, but you are going to have to generate angled parking to make up for some.

Mr. Mecsecs: This is not just a pickleball issue. It started off with pickleball courts, but it is also to alleviate traffic and parking on certain days, such as Wednesdays and Thursdays when there is a lot of parking on the street. So again, I am just saying we are looking at this and we need to consider that moving the courts is going to negate some of the additional parking.

Mr. Williams: There are 34 cart spaces here. All we are talking about is taking these and moving them over here. We will lose 18 car parking spaces if we do that.

Mr. Rayl: And through the angled parking you are still going to end up with 64 car parking spaces. There are 46 angled spaces and 18 other ones.

Mr. Williams: Right. You have 12 here and a possibility of six over here. So that is 24 plus 18, so you are talking about 42 parking places. So there are two possibilities on that, losing the 18 so you have 42 parking spaces, or going with the other concept with this in the middle and getting 65 parking spaces because you add the 18 back in. That is where we are at. We are going to get that either way. You have two possibilities. You have 60 parking places or 42 parking places, an additional 34 parking places. I am more interested in making a proposal so these folks can get their pickleball land. I think we know what it is going to look like. We can come up with and finalize the plan later, but I think we need to decide we are either going to put it in the middle or put it here. That is it, right? The parking is going to come down the road. We want to get these people going and also after hearing the comments from the lawyer and engineer about the safety and Jim about the safety, I am off that issue, and saying let's go. So I am going to make a proposal and we can disagree or go with it. I am in favor of more car parking because of the number of people coming in and I think we should put the pickleball in the middle and going with the plan Alan brought today.

Mr. Williams moved to put the pickleball courts in the middle of the parking going by the concept plan presented at the meeting which would decrease the distance of the courts as well as some of the parking spaces passed 3-2 and the motion was seconded by Mr. Mecsecs.

Mr. Murphey: I thought we were trying to get the pickleball courts a little closer together so are you saying it is not worth losing the car parking?

Mr. Williams: Yes. How many more homes do we have coming in? We have 342 more homes coming in and it is crowded right now.

Mr. Murphey: We have discussed it. We can vote on it.

On VOICE VOTE with Mr. Williams, Mr. Robertson, Mr. Mecsecs voting aye and Mr. Murphey and Ms. Wright voting nay, the prior motion was approved and passed 3-2.

Mr. Robertson: So we will allow the engineer to go ahead with working with the plans and working for the contractor. All the rest we can do at the meeting on the 24th if there is anything else that needs to be discussed so we won't delay construction if there is anything that needs to be added on the 24th.

Mr. Mecsecs: What is the amount where you can do something without bringing something back to us?

Mr. Robertson: It is \$5,000.

Mr. Flint: The policy was adopted by resolution. You can always make a change without having a resolution in front of us. We can that bring back. If there is a desire to amend it, we would probably want to amend the resolution or bring back a new one.

Mr. Murphey: I think \$5,000 is probably sufficient. Have you had some other cases come up?

Mr. Robertson: I have bumped into a couple instances.

Mr. Flint: I don't have the resolution in front of me, but I think there was an exception in there for health and safety. Obviously if there are health and safety issues or something, we are going to spend whatever we need to spend, but if it is a nonrecurring discretionary item, then he has a cap on what he can spend.

Mr. Murphey: I think \$5,000 is enough.

Mr. Robertson: The last item under new business is the configuration of the media center. Right now the media center is, it is not healthy and difficult for us to utilize the space very well. I looked at maybe a possibility of having an appropriate sized office for a community director and have an area where we can have books, a library, library sitting area and something like that. Just as a reference point, I got an estimate of under \$30,000 to do all of that work to relocate the video stuff and everything else. If the Board is

interested in doing that, we can bring it up at our next meeting, or I can start moving forward. Is that something you want me to consider?

Mr. Murphey: How many computer stations will we have?

Mr. Robertson: We would set it up so there will be six computers.

Mr. Murphey: What do we have in there now, Mary?

Ms. Bosman: There are eight working ones.

Mr. Murphey: I don't think I have ever seen more than four people there at one time so six seems like plenty. At the other clubhouse I think they only have four. I'd like to see that. We should have a real office for our manager and utilize that space better.

Mr. Robertson: Do we need a motion to start or should I bring it back as a full proposal at our next meeting.

SIXTH ORDER OF BUSINESS

Staff and Board Reports

A. Attorney

Mr. Robertson: Staff Reports is next.

Mr. d'Adesky: Nothing extra to report. I have been helping out with the ongoing issues. Obviously we still haven't heard from the developer on the bond restructuring and before we proceed doing any professional work with that, we also get the professionals like bond counsel, the underwriter, etc. We are waiting on that just to give the Board an update. If you have any questions or need anything, we are here.

B. Engineer

Mr. Robertson: Mr. Rayl?

Mr. Rayl: The only additional item I have beyond the construction of the streets and pickleball, I believe you mentioned that the vegetation has been cleared at Pond #11. I believe that was the last outstanding item to review. If that side infiltration system is intact and continuing to function, we can finalize the S.W.F.W.M.D. permit certification and get that wrapped up.

Mr. Robertson: I will go over with you after this meeting the cost of that so we can finish that off provided Alan is happy with the quality of the filtration.

Mr. Murphey: While we are talking about the gravel, did you get my e-mail about that? Does that gravel have to be grade FDOT aggregate?

Mr. Rayl: That is the best gradation. What we don't want is a lot of fine, silt, or clay in the material because that clogs up the system. It is supposed to be very free flowing. You really want clean-washed stone in there.

Mr. Murphey: I have been talking to someone who has been doing some work in here for the filter and for some reason he said the whitish was more readily available to him and cheaper.

Mr. Rayl: They use that to bed their pipes, dig the hole, throw the stone in there, and lay the pipes down. That is why there is lots of it. That is not the best stuff to use for the filtration system.

Mr. Murphey: This is something we have been working on for a while to try to get someone to do. Now someone is going to put some aggregate in on Pond #11?

Mr. Rayl: Yes.

Mr. Murphey: And have we gotten a contractor to do that yet? Do you have someone in mind?

Mr. Flint: Applied Aquatic.

Mr. Murphey: Oh, they are going to do it? See Wade told me that they were not putting it in. The way he responded to me was that they were never going to do it. All right. We can talk about that later.

C. CDD Manager

Mr. Robertson: Mr. Flint?

Mr. Flint: I guess this wasn't on the agenda, but it is something the Board previously approved. The Board previously approved an agreement with Seminole Asphalt and Paving for asphalt repair and some concrete repair. Subsequent to that approval, the subcontractor from Seminole was no longer available to do the work. They separated their relationship and they are unable to come up with an alternative contractor to do the concrete portion of the bid. All Terrain Tractor is the company that the last two rounds of milling and resurfacing that Middlesex Paving did for Lake Ashton I, All

Terrain is the company that did all of the curb repairs. They have done other work for Lake Ashton, I as well. The price they presented on a linear foot basis is the same \$26.50 a linear foot on curb work. The only difference is there are some additional mobilization and MOT costs included in this bid that weren't in the Seminole bid. There is an additional 25 linear feet of curb that was added to All Terrain that was not in Seminole because some additional curbs were identified. There is another inlet top included on here that was not on Seminole Asphalt's proposal because it wasn't identified at the time. So there is a cost difference between All Terrain and the concrete portion of Seminole's bid. However, when you take into account the additional top and additional linear feet, it is around \$1,000 difference. The other thing I wanted to note is that All Terrain's bid is probably \$1,000 more, but we based on these costs, I know we are not going to be able to necessarily get lower. The reason we went with Seminole initially is that their concrete bid was very competitive. They just flat-out said they cannot perform the work. The other thing is Lake Ashton I is doing a replacement of an inlet top so All Terrain has split the MOT and mobilization between both districts. They are paying 50% and Lake Ashton II will be paying 50%, although their project is a lot smaller. This way they are only having to mobilize one time and those expenses are being split in half. They are paying \$600 mobilization and MOT and Lake Ashton II is paying the same, but the cost is almost \$15,000 versus \$4,000. So my recommendation is that the Board authorizes us to go forward with the contract.

Mr. Murphey: George, I had sent you an e-mail about the one that was damaged by construction equipment. Is there anything we can do about that?

Mr. Flint: We added it in here, so it is in this contract to be repaired. I kind of defer to the Chairman on that issue because he currently has the best relationship with the developer. He doesn't necessarily return my phone calls or anybody else's.

Mr. Robertson: If we knew what company did it maybe we can do to them? I have already mentioned it to him and he told me to tell him which subcontractor it is.

Mr. Murphey: Do we have any insurance for an occurrence like that? I think \$3,200 seems like a lot to fix that.

Mr. Flint: It is actually a decent price.

Mr. Murphey: I guess I am just not used to repairing concrete and drainage, George. So it just seems like a lot.

Mr. Flint: The tops of those inlets, going back in and repairing them is difficult. When you form those you have to form the bottom side and there is not a lot of access to it. You have to pull the whole top off and form it without a lot of access to the bottom side of it so it is not easy.

Mr. Robertson: Could we put an angled edge on there? Is there a way to make the edge stronger? We have seen this issue several times.

Mr. Rayl: These are inlets that are in radiuses and curved?

Mr. Robertson: Some are actually straight.

Mr. Rayl: People are hitting them on the straightaway?

Mr. Robertson: Yes.

Mr. Rayl: Most of the time those inlet tops are a standard inlet top type, which has steel in it. That is one of the other costs of replacing and repairing. You have to drill it to what remains and tie the new steel to the old if you can. I wouldn't recommend anything artificial or anything like that.

Mr. Robertson: Do we have a motion? If not, I will make one.

On MOTION by Mr. Robertson seconded by Mr. Mecsecs with all in favor the proposal from All Terrain was approved.

D. Lake Ashton II Community Director

Mr. Robertson: Next we have our Community Director. Ms. Bosman?

Ms. Bosman: I will start off by saying that the repairs have been made at the west gate from the incident that had the truck from Rooms To Go that took off part of the portico down there. The insurance money is in hand and repairs have been completed for that. Our reception furniture came in and everyone seems to be enjoying that. We have made a few improvements to the golf cart that security takes around. We have replaced all four tires and other incidentals so now they will be able to read the batteries

so when they are out on patrol they don't get stuck with a dead battery and have to walk back. We are trying to work with security to get them devices they need to have to work well. Our expo was on the 20th of January. We had a record of 38 vendors and over 200 people came in. So that was a record-breaking expo for us and we are really proud of that. I want to thank Karen for all her hard work with putting that together. We painted the HFC and the guardhouse and I think we all agree that it looks very, very nice. Hartline installed the metalwork on the top of the portico here. They finished that in January, as well. The bridges are all waterproofed at this point and time. We are working on the perimeter fencing. Some of you might not know, but an outside person went through the gate and our primary fencing. Hartline has the metalwork ordered and will be installing that very shortly. We also purchased an additional pump for the hot tubs. Butch saved us thousands of dollars by the way. By this time last year we had gone through five pumps, whether they were for the pool and hot tubs. We have only been through one this year. If you know the pricing of those pumps, it is significant. He asked when he does the cleaning of the filters that if he could have an extra filter, he can put it in this little tub he has and clean them and he can get up to 20% more filtration after a longer soaking time with this filter and no downtime whatsoever. So we did that this week, as well. I am in the process of ordering from Commercial Fitness an exercise bike. We are trying to get the right kind of bike. I have been talking to residents and we are going to get an additional recumbent exercise bike. It has been approved already by the Board and it will not exceed the approved amount. We have a couple donations that I would like to identify. The Canadian Club meets here regularly and they will be donating a couple benches for our rose garden so I wanted to acknowledge that and thank them. We also had an anonymous donor to the dog park of six pallets and installation of sod for the Winged Foot dog park. We just found that out this morning. And to conclude by saying the Board and residents has to come together to discuss their concerns and reach an amicable decision is vital to our community, and I would just like to thank you all for doing that today. So thank you.

Mr. Robertson: For the dog park they are looking at a request to extend the pavers further along the road to allow more parking at their own expense.

E. Public Safety

Mr. Robertson: Public Safety. Mr. Mecsics?

Mr. Mecsics: I will be brief. We have already talked about the stop signs and I just want to encourage everybody while you are out to please observe speed limits and please observe stop signage, and golf carts, and bicyclists. I appreciate a lot of the help folks have come out and given and their ideas. The only other thing I will say is we are work very hard to make our community safe, and that is great. If you see something, call the police. Take no action yourself. We want you to be safe.

F. Landscaping and Lakes

Mr. Robertson: Landscaping and Lakes. Mr. Murphey?

Mr. Murphey: As we have already discussed and I think we approved the Applied Aquatic extension. I think they are doing a pretty good job on getting the lakes how they used to be. They have cut down a lot of the vegetation there, but I still get a lot of calls from people about the ponds. I think you will just have to be patient and wait for Mother Nature to fill those ponds. I know they look pretty ugly right now because they are down so far, but if you remember back a couple months ago when they were up, they weren't quite as bad. Yellowstone, I have been in contact with Chris Bower, who is their account manager out here. We also have Chino and his partner doing a lot of cutting, trimming, mulching, and all of that. No real changes, so I don't really have anything else to report.

Mr. Robertson: Thank you, Mr. Murphey.

G. Financial Reports

1) Approval of Check Run Summary

Mr. Robertson: Financials. Mr. Flint?

Mr. Flint: You have the check run summary for the period from December 1st through January 24th with Checks #1448 - #1525 totaling the amount of \$1,125,006.88 and the detailed register is behind the summary. There are some large checks you will see. It

says Lake Ashton II c/o U.S. Bank. What those are is transferring debt service revenue from the general fund to the trustee. So those aren't true expenses, but really just transfers. There is also a transfer of \$300,000 from the general fund operating account to the State Board Administration, which is your interest bearing account. Any questions on the check register? If not, I will ask for a motion to approve them.

On MOTION by Mr. Murphey seconded by Mr. Williams with all in favor the check run summary was approved.

2) Combined Balance Sheet

Mr. Flint: Then we have the combined balance sheet and the statement of revenue and expenditures. There is no action required on it, but if there are any questions I will try to answer them.

Mr. Robertson: Because our CDD has been in default, we end up paying late charges. I talked to Mr. Flint about this and we opened up a bank account so we can pay for some of these things to solve this problem.

SEVENTH ORDER OF BUSINESS General Audience Comments

Mr. Robertson: We are up to general audience comments.

A resident: I have one comment and one question. My comment is that I am genuinely disappointed in the Board's decision on the location of the pickleball courts. It was a brilliant engineering decision to do that for space, but really, who puts an amenity in the middle of a parking lot? Would you put a playground there, a picnic shelter, or something that you want people to give a rat's patootie about? Pickleball is the fastest growing sport amongst retirement communities. It is a tremendous asset for our community and the developer to sell these other 340 lots. But to put the thing in the middle of the parking lot, who is really going to want to use it? It is a brilliant engineering decision, but a terrible aesthetics decision. I am kind of frustrated because I come to all of the meetings, but the way the meeting is structured, you rarely get any public or resident input, and even when we do give input, it is pretty severely ignored. So it is very frustrating in that regard. My question is during the discussion on the contract with

Reserve Advisors, I thought I heard someone say the developer owed us half a million dollars. I thought that he was all paid up?

Mr. Flint: That is for the current year.

A resident: Okay. Thank you.

Mr. Williams: I would to have discussion at some point as to how we get more audience participation some way on these major issues that after we discuss the audience can participate more. I think that is fair. We have talked about this before and I have never liked the way with these papers people come up and speak beforehand and then we discuss and there is always a shouting match because it doesn't work. There has got to be a better way.

Mr. Robertson: I believe we are following the rules that have been given to us. If there is a way of modifying it, we can ask Andrew and George to look at it and come back to us on that.

Mr. Flint: The Board has full discretion. The only legal requirement is that you have to take input before you vote. The way it is currently set up is you take all of the input at the beginning of the meeting so you are meeting your legal requirement. The alternative, the other end of the spectrum is that you take input any time anyone wants to provide it, and we are already here at 5:00 p.m. and just finishing the meeting would become quite lengthy. You can take comment on each individual item. It is a matter of how much time the Board wants to spend on that. The most efficient way is you take it at the beginning then leave an opportunity at the end of the meeting for any follow-up audience comments. That is how this is structured. You could add another audience comments section halfway through the meeting if you wanted to do that, which will maybe capture some of it, but short of opening the floor on each specific item, I don't know how else you can structure it.

Mr. d'Adesky: Every CDD I work on uses this exact same structure. I have worked with cities and counties and it is also how it is usually done for them, as well. It is really standard procedure. It is much different than a HOA meeting. Once again, as George

said, legally it is up to you, but once again, you want to be cognizant of the cost to have your professionals here for a longer period of time.

Mr. Williams: All I was suggesting is that we have a line item in future meetings where we can discuss it amongst the Board to do something. The person who was just up here had a valid concern and we already voted on it so it is too late. We don't want to go back and revote on it. I know when I sat out there I felt bad about it and I just think that maybe there is a better way.

Mr. Flint: Another option the Board has is you can hold workshops if you have particular items that are controversial to the community or you feel like you want more public input. You can schedule workshops on specific items. Sometimes workshops are for the purposes of just limiting discussion to Board members so the Board can have true dialogue, but other times workshops are structured so you can get more public input. It is really what your goal is for those workshops. So there are also options to do that. If the Board wants, we can add that as a discussion item for a future meeting to talk about it and decide.

Mr. Robertson: We are all frustrated by it. It is a balancing act.

Mr. Williams: I don't know when it will be, but you all can think about it and maybe we can come up with a better way.

Mr. Flint: And at this meeting on the 24th, I just want to suggest, because there are a couple items that came up that the Board talked about wanting to add to that, but that is going to be a fairly lengthy meeting because we are taking presentations. Depending on how many bids we get, plus you have two Boards meeting in a joint meeting, so you really want to limit that agenda as much as you can just to the security issue. Unless there is something that is time sensitive that you have that as just the security thing, but I think there were a couple things that came up. If they are time sensitive we can put them on there, but we want to try to limit that one as much as we can.

Mr. d'Adesky: Also another alternative if you want to put things on there, we can continue this meeting until right before that meeting so the next meeting is at 1:30 p.m.

we can continue this meeting to 1:00 p.m. to allow you to address these lingering issues from this meeting.

EIGHTH ORDER OF BUSINESS Adjournment

Mr. Robertson: Then do we have a motion to continue this meeting until February 24th at 1:00 p.m.?

On MOTION by Mr. Mecsics seconded by Mr. Williams with all in favor the meeting was recessed to reconvene on February 24, 2017 at 1:00 p.m. at Lake Ashton Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Secretary / Assistant Secretary

Chairman / Vice Chairman

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

The recessed meeting of the Board of Supervisors of the Lake Ashton II Community Development District held on February 10, 2017 was reconvened on February 24, 2017 at 1:00 p.m. at Lake Ashton Health & Fitness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Present and constituting a quorum were:

Doug Robertson	Chairman
Jim Mecsics	Vice Chairman
Daniel Murphey	Assistant Secretary
Stanley Williams	Assistant Secretary
Carla Wright	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Alan Rayl	District Engineer
Mary Bosman	Community Director
Numerous Residents	

FIRST ORDER OF BUSINESS

**Roll Call and Pledge of
Allegiance**

Mr. Flint called the meeting to order and called the roll.

Mr. Mecsics asked for a moment of silence in remembrance of resident Mr. Ray Couture.

SECOND ORDER OF BUSINESS

**Audience Comments on Specific
Items on the Agenda *(speakers will
fill out a card and submit it to the District
Manager prior to beginning of the meeting)***

Mr. Flint: The next item on the agenda is Audience Comments on Specific Items on the Agenda. This is an opportunity for audience comments on the two agenda items that we have on the agenda today. One is related to pickleball courts and the other is

related to pool usage. I have received several requests to speak so I will go ahead and call them in the order I have them here. The first is Mr. Larry Judd speaking on Item #3, which is the pickleball and parking project. Looks like all the rest are on pool usage.

Mr. Judd: I am Lawrence Judd. I am the Vice President of the Lake Ashton Pickleball Association. I am here to reiterate our association's request that the courts be as close to the current pickleball courts as possible in order to facilitate the use of the courts. I know that typically what we do is you rotate people in and out and as they are sitting to play so you don't have to tell them the courts are empty and they have to move from one place to the next and want to make sure they can keep on playing. You don't want to isolate people from each other nor do you want to isolate the levels of expertise of the game from each other. What I propose is if the easement issue can be accepted that the courts be as close as possible, whether it involves taking out some of the bushes near the tennis courts and shifting the pickleball courts as close to the golf carts as possible and put them parallel with the tennis courts so they can fit very easily and there will still be plenty of diagonal parking or other parking in front of them. It would be better and I think the association would be very appreciative. Thank you.

Mr. Flint: Okay. Then we have a number of people requesting to speak on Item #4. The first name I have is Ms. Mary Dornhecker.

Ms. Dornhecker: Hello. I just want to mention very quickly two weeks ago when I was up here, I forgot to mention that I have enjoyed throughout the years doing the water aerobics and I thank everyone. Just a couple weeks ago it was voted on and approved by the CDD II Board the scheduled water aerobics class to continue without interruption as any other scheduled class. Now we have continued this on the agenda, Discussion of Pool Usage. What does that mean? Is this a decision about usage of the outdoor pool or the indoor pool? I don't know. Or are you now trying to critique the decision that was approved by the Board so someone or whoever gets the decision they want after all? Thank you.

Mr. Flint: Next Ms. Barbara Hanley and Mr. Mark Dornhecker after that. And after Mark, Ms. Veronica Metzler, please.

Ms. Hanley: Hello. I, too, am not sure why this is on, the pool usage item was put back on the agenda when it was voted on two weeks ago, but there were 40 to 50 people here supporting the need for the lap lanes not be during the 45 minute aqua fit classes, especially during the winter months. Not one person spoke in favor of keeping the lap lanes or venturing in while there are classes. In fact, there was one lap swimmer who spoke and said he would not want to swim during our class because it would be rude and there are plenty of other hours in the day when the pool is empty for him to swim laps. Most importantly, according to the activities manager, there have been zero, none, no complaints about the lanes being removed to give us the room we need during the aqua fit classes. So doesn't this make this a nonissue? My question to the Board is, is there anyone who wants to do laps during a 45 minute aqua fit class which contains 15-27 people splashing around vigorously in the water? Also, having someone swimming laps during these classes would make it extremely difficult to hear the instructor and the CD. Can we not have lap swim times set up on the HFC schedule, especially during the winter months where many have aqua fit classes because they are so well attended? There are times that the sports courts are not accessible to basketball. There are times where exercise classes are in this room and others cannot walk the track. And there are times set aside for pickleball when it is not for open play. This goes on and on for many different activities. There are 12 other hours in the day when aqua fit classes are not taking place and the pool is available for laps. I urge you to please consider setting up lap times to accommodate this. Thank you.

Mr. Dornhecker: I am also here to talk about the pool issue. The first issue was the lap lanes. I am assuming the vote was taken was either unanimous or it was a favorable vote and I would assume that that vote is not going to be reopened, but my issue is are we going to reopen how many people are in the pool to split the pool? Are we going to start counting people to say how many are from the east, how many are from the west? That I don't want to ever see, but we have to stop pulling hairs here and look out for the community as a whole and take the whole issue in a favorable situation. Again, I thank you for your time.

Ms. Metzler: I have two issues about pool usage that I would like to cover. My first is a question to George Flint. Mr. Flint, is there a reason why you didn't respond to my Request #2631547 for the results of the February 10th vote on pool usage?

Mr. Flint: I will respond later, but go on with your other comment.

Ms. Metzler: Okay. So the answer to that question is if you have a request from the Board and the meeting has been recessed you don't get an answer, but let us proceed. A member of this Board has chosen to create a problem when one did not exist. The problem of pool usage was addressed at the February 10th portion of this meeting and was put to rest. But here we are again. Will this issue be brought up and voted on over and over until some members of this Board are happy with the result? Shame on this Board for letting that happen. In my opinion, this Board has more important things to do than beat the bushes for imaginary problems.

Mr. Flint: Next Mr. Malcolm Gordon and Ms. Kathie Sutherland.

Mr. Gordon: I came to the previous meeting and spoke as a lap swimmer against the proposal to establish lap lanes during the water aerobics classes in the morning. As I remember correctly, there were two issues that were addressed. One was the location of the pickleball courts, the other was the new requirement by the CDD to the Board Chairman to require the water aerobics class to have a lap lane. I object to this because as a lap swimmer, there is no need or want that I know of from lap swimmers to have a lap lane during water aerobics classes in the morning so it would benefit not at all or very little for lap swimmers to impose that requirement on a successful activity that has been going on for 11 years the way it is now. It has been very successful and it includes a significant number of residents of Lake Ashton. I remember thinking during that meeting that if the Board went along with the Chair, they would create a lot of unhappy residents because of that decision because apparently it wasn't a problem before this. You didn't do that, though. The Board did vote a majority not to require the lap lanes during the morning aerobics classes so I was satisfied and I think everyone went home satisfied except perhaps one person, which I assume is the Chairperson of the CDD Board, who would apparently not accept the decision of the majority of the Board

members and has brought this issue again in another way hoping I think to change the mind of other Board members to support his decision. I do not agree with this kind of approach to dealing with this topic. As other people have said, the Board should support an activity that is so well attended and beneficial and run by two community members, particularly one who is an unpaid volunteer. I tend to think it is not the type of activity you would want to interfere with. And lap swimmers like me I am sure do not want to swim in a lap lane in the middle of a class because they could. No lap swimmer that I know of would ever want to do that. So that is my objection re-raising this issue. I don't think it should have been raised again. I think it was settled, I think it was a good decision, and I think trying to apportion the pool affecting a number of people makes absolutely no sense.

Mr. Flint: Next after Ms. Sutherland, Ms. Janice Gordon.

Ms. Sutherland: Hello. I also wanted to make a few comments about the pool usage and water aerobics, mostly because I have been hearing some rumors about our water aerobics classes and the pool is not available all week from 8:00 a.m. to 11:00 a.m. and things like that. That simply is not the case. So I made up a little chart to show the times when water aerobics does meet. It is 45 minutes five days a week. There are only two of those five days that the other class also meets and there is a 45 minute gap between the two for people who like to do lap swimming and they have a good opportunity to do that lap swimming. Again, it is not very well utilized, but if this sort of chart were made more available, it might be easier for lap swimmers to see when the pool is available for lap swimming. There have also been rumors about the numbers of people participating in water aerobics. I have heard that it is as low as three people. Well there have never been only three people in a class. The average is probably 15 - 20. The minimum is probably 12 people. So again, that is just not the case. There are also issues with the amount of pool we need. For water aerobics you can't use the very shallowest end of the pool, nor can you use the deepest end of the pool. So to say we can use 50% of the pool, the problem is you can't use the shallow or deep parts so you need the middle 50% and the lap lane goes right through the middle of the middle.

Again, I am not sure why we are here, but a lot of this just doesn't make sense. I know when my husband and I bought here at Lake Ashton, the single reason that really sold us on this community was the activities and the amenities. You can do lap swimming at any over 55 community, but here we have things like water aerobics. I think we should be giving them the maximum amount of support. Thank you.

Ms. Gordon: Good afternoon. I am here to speak about Item #4, Discussion of Pool Usage. I thought a solution had been reached following the Supervisors' thoughtful and thorough inquiries and discussion on February 10th, but I see the issue is back on today's agenda. I would like us all to take a step back because this issue seems to be escalating out of proportion. In my opinion, the situation was handled incorrectly from the beginning. Removal of the lap lanes from the 8:30 a.m. to 9:10 a.m. water aerobics class had been approved by the amenities manager, Mary Bosman, prior to the classes starting in January. As the amenities policies state, in general swimming pool rules, Item #13, the amenities manager reserves the right to authorize all programs and activities conducted at the pool, including swim lessons and aquatic/ recreational programs. If a Supervisor received a complaint concerning the inability to swim laps during that 40 minute class time, the Supervisors should have referred that individual to the amenity manager. As stated in Item #14 under general facility provisions "Conflicts between amenity users should be referred to staff or security." As we now know, this did not occur. Instead the Supervisor took it upon himself to inform the volunteer director of the class that lap lanes needed to be available during that 40 minute time. However, lap lane availability had been waived for at least a year, as noted in the HFC wellness classes and special events calendar for other scheduled pool activities, and I felt this decision illustrated lack of uniformity and consistency, as well as disregard for the amenities policies. Some of you may remember receiving an e-mail from me dated January 24th requesting the issue to be placed on the Lake Ashton II CDD February 10th agenda. After I pointed out in that e-mail, the activities calendar stated that lap lanes were not available during aqua aerobics and water volleyball, but then the calendar was changed stating that a lap lane would be available at all times. In

my opinion this was another example of the lack of consistency. Now I would like to review the original request.

Mr. Robertson: Ma'am, you are running out of time, you have a three minute limit.

Mr. Mecsecs: We need order in this room or I will ask you to be removed. I am a nice guy, but I will not tolerate what we went through last time.

Ms. Gordon: I would ask for an extension if possible? I do not have much more to go.

Mr. Robertson: Yes.

Ms. Gordon: Thank you. What is being asked is this, the 8:30 a.m. water aerobics class, which is open to all, and lasts a mere 40 minutes, for five days, and only meets at the HFC for two months out of the year, requested the ropes designated lap lanes be removed and lap swimming suspended while the class is in session. This would enable residents to participate in a low impact water aerobic activity in a safe and non-distracting environment. Residents need to be able to hear the recorded instructions since the acoustics of the pool are not conducive to background noise. Three, residents need to have enough room to safely perform the exercises, which involves stretching arms and legs, kicking and moving forward, backwards and sideways through the water. And sure we prefer not to be hampered by ropes and swimmers. I invite you all to attend a class and experience the exercises we do. Finally, Number Four, Lake Ashton residents would like to be able to exercise at the HFC pool in a peaceful, friendly, non-confrontational atmosphere. You may be aware that tomorrow is the last day this year that the 8:30 a.m. water aerobics class will be at the HFC. Please do not use this as a reason to delay a decision. Please honor the amenity manager's decision to remove the lap lanes during the 40 minute class. We would like to go into 2018 knowing our request has been granted and that we are welcome at the HFC pool for the two months we need to be indoors. Thank you, and thank you for the extension of time.

Mr. Flint: That is all the comments I have. I can respond to Ms. Metzler when we get to her agenda item.

Mr. Robertson: Thank you very much for your comments. They are appreciated. We have a second Board meeting, the joint Board meeting that starts in a few minutes so I am going to recommend the continuation of this meeting to be continued at the end of our joint Board meeting this afternoon. Do we need a specific time for us to make that as part of the motion?

Mr. d'Adesky: No, we don't need to.

Mr. Robertson moved to recess the meeting until after the Lake Ashton CDD and Lake Ashton II CDD Joint Meeting concluded and Mr. Murphey seconded the motion.

Mr. Williams: I suggest that we don't need to continue the meeting and leave things the way they are. There are only two items on the agenda and we already voted on them so I suggest we leave both the way they are.

Mr. Robertson: Any further discussion?

On VOICE VOTE with Mr. Robertson, Mr. Murphey, Mr. Mecsics, and Ms. Wright voting aye, and Mr. Williams voting nay, the meeting was recessed to reconvene following the conclusion of the Lake Ashton CDD and Lake Ashton II CDD Joint Meeting.

The record will reflect that the meeting was recessed at this time.

THIRD ORDER OF BUSINESS

Update on Status of Pickleball Courts and Parking Projects

Mr. Robertson: We have been given two alternate suggestions for the pickleball courts. There is the court in the center or the court over the easement area. One of the arguments that came to mind in discussion is we can use the rest of the land for parking so at this point, the pickleball people provided the money to build the courts and the developer has given us the land to build the courts so the risk for the community is

nothing, we would not be spending any money, but take on the unlikely risk that if there were damage to the concrete pipe underneath, we might have to incur the expenses of fixing it. Mr. Rayl said you should put the cheapest thing on top as opposed to the more expensive thing. The likelihood of this failing is not very high. If you had to fix it, realizing something is already in place you would probably select different equipment to minimize the damage to the existing structures that are there. So it appeared to me that since the CDD has not spent any money that we were planning to spend and we had in the budget \$50,000 acquired land and it is a budgeted item, if we set aside money to promote the use of pickleball courts, we have not had to spend the money and it seems reasonable on that perspective to take the risk to put the pickleball courts on top of the easement was a reasonable alternative. So I asked Mr. Rayl to prepare another alternative and have them drawn up that way. So now we have the over the easement option or the court in the center option. From looking at it, when we put the court over the easement option, we actually could add more car parking spots as opposed to the other alternative. It appears those are the two clear choices we have. We have spent a lot of time getting this set up, and we went through a process of trying to come to a decision. Sometimes when we have a Board meeting, the audience has to go through with us the process without assimilating all of the information. We don't have all of the information necessary at the beginning. When Stan brought us information we looked at it, but it was a little fuzzy. We appreciate the effort that was put into it, but we had to go through the whole process to understand it better and that sometimes is how that happens. We have two clear options.

Mr. Mecsics moved to approve Concept #2 and the motion was seconded by Mr. Murphey.

Mr. Williams: The thing that I looked at is parking spaces. First of all, we have \$50,000 you said we didn't spend, but we actually spent \$120,000. That argument really doesn't hold true. If we move this over the easement we gain one more parking space, but we also lose all the cart parking spaces that we said we were going to have on that

easement that we had talked about. So we are going to lose all that. If you move it to the middle, only one more space is available rather than all the cart spaces, which I think we absolutely need. I do not believe that Option #2 is the right way to go. I believe we need to get as much cart parking and car parking that we can possibly get. My thoughts. Anybody else want to talk about it?

Mr. Murphey: I would like to ask a couple questions. The 27 spaces that he has over there, is that a definite sure thing?

Mr. Williams: None of those extra ones are definite at all. You may not be able to have any of those of the ones we discussed last time. Those are possibilities and we are just talking about that area.

Mr. Murphey: There may not be enough room for car parking, but maybe they can do cart parking. Some of the comments I got from the pickleball people are the actual placement of this court and why isn't the back fence for the pickleball court much closer to the cart path? We seem to be wasting space there. As someone pointed out the tennis courts are within four feet of the cart path back there and I think if they move the pickleball courts back towards toward the cart path a little bit it will give us some room out front. Not necessarily for any parking places, but just a little more room between the parking and the pickleball courts. Just a thought about the placement. The chances of having to dig those courts up at any time are very, very minimal. Last time we commented that maybe we should err on the side of conservatism, but I just think that it will be much more beneficial to have those courts closer to the existing ones.

Mr. Robertson: I think in the 10 feet between the courts and the golf cart path was where some of the cart parking would be. So you actually have that area that can be used for cart parking on the back side.

Mr. Murphey: It could be, but I think most people are going to be approaching it from the other side. I guess we can just say there is extra cart parking back there if they want to use that for cart parking I guess we could. Obviously if we leave the courts exactly as they are, this is what will probably happen.

Mr. Robertson: I asked Alan how much closer we could get them to each other and he said we really want some area for some water to be dispersed to have concrete all the way across. He would rather have that 10 feet in there to allow for some water percolation in that area and runoff. I asked him how close we could get them and he said we don't really want to move the extra 10 feet that way, but I didn't question about the 10 feet on the back side. I thought the back side would give us room for cart parking off the cart path. We can move back that way, though. Maybe we can move that 10 feet up and use it that way.

Mr. Murphey: Okay.

Ms. Wright: What will we use it for on the front side?

Mr. Robertson: The front side already has five feet sitting there right now. We have to put in a walkway from the parking lot across the front of the two existing pickleball courts and extend that towards the main entrance.

Mr. Murphey: That only leaves five feet between the parking places and fence.

Ms. Wright: Why would you come all the way around here and there to get over there to park? Most of us come on the golf cart path. Even when people are playing golf. That is why I wait until people are off the course before I go.

Mr. Robertson: Any further discussion? We have a motion and a second. The motion is to place the pickleball courts on top of the easement. All those in favor?

ON VOICE VOTE with Mr. Robertson, Mr. Mecsics, Mr. Murphey, and Ms. Wright voting aye and Mr. Williams voting nay the prior motion passed 4-1 and was approved.

Mr. Robertson: So I will instruct Mr. Rayl to get a hold of Varsity and we will start the process of building and permitting.

FOURTH ORDER OF BUSINESS Discussion of Pool Usage

Mr. Robertson: The next agenda item is the swimming pool.

Mr. Flint: Mr. Chairman, there was a comment during the public comment period from Ms. Metzler about something I didn't respond to and before I forget, Ms.

Metzler had sent a comment to the website requesting it be forwarded to the Lake Ashton I Board regarding this issue and I did forward that e-mail to them per her request on February 22nd. There wasn't any questions in her e-mail that required a response from me, so I am not sure what the nature of her concern was, but that e-mail was forwarded to all five Board members.

Ms. Metzler: Mr. Flint, may I speak?

Mr. Flint: It is not a side conversation, but I would be happy to talk to you afterwards if you have concerns.

Ms. Metzler: I still have concerns. Please see me after the meeting.

Mr. Flint: I will do that. I just don't want people to feel that I am not responsive. I think the Board knows that whenever you all send e-mails that I respond.

Mr. Robertson: The issue is how we share our resources. I am perplexed because we as a Board have responsibilities to the entire community to look after the entire community's needs. I find what I was given as a direction, I couldn't figure out how to actually implement that and do it successfully without causing a lot of other issues so I brought it up again in a way I had hoped to get a pretty clear understanding of what our choices are. I get comments from Kathie that say you don't use the deep end and you don't use the shallow end because it is not appropriate for your exercises. Quite frankly that is news to me. No one has ever said they don't use the deep end or the shallow end. I would like to have our pool used very successfully by as many people as possible so when I asked for people to respect the needs of other people in the community and asked if we could leave some room for other people, I was given the answer that said we have music and no one else can use the pool. I don't understand that. I don't understand why it is an all or nothing situation. I am delighted that you want to use the pool. I would be delighted if you had 40 people in the pool and there would be absolutely no question as to why you have use of the whole pool because it is first-come, first-served. But is that required, first-come, first-served in our policies? If you have that many people you are all getting healthy exercise and that is wonderful for our community. That is what I like to see. What I don't like to see is 12 people

coming in who are denying use of the rest of the pool and saying our needs for just 12 people preempt everyone else's needs. I don't understand that. I don't understand why 12 people have to take the pool that is meant for 45 and say that. I don't care if it is five minutes or 40. It is not fair to the rest of the community to say we 12 get our way and everybody else just has to accommodate us. That is not in the spirit of our community. It is not how our policies are written. What I asked for was a way of having a how can we work together, how can we share this shared resource? How do we do that? I have been given an answer that they don't want to share, they just want it for themselves. That is what I have been told and I don't agree with that position. I don't think that is fair and I don't think that it is appropriate. What I suggested is if you have 20 people for a class, you can have half the pool for use for the class, half for others, and everybody is happy. Great. If you have 30 people, then take three quarters of the pool. If you have 40 people, then you need the whole pool. That seems like a very reasonable compromise. It allows anybody else who wants to use the pool to have the opportunity to do it. Now I am told you don't use the deep end or the shallow end. Well if you don't use the deep end or the shallow end, why don't you let somebody else use the deep end or the shallow end at the same time? What is wrong with sharing with somebody else? It is a reasonable position to take. It doesn't have to be off or on, it has to do with sharing. In our policy it very clearly states that our pool is different from the rest of our community facilities. It says it is not available for rent like the other things, which means it is not available for exclusive use. It is there for the whole community and you cannot rent it for your own private personal use. This exists in both Lake Ashton I and Lake Ashton II. Both policies are the same in this regard. Neither pool is available for rent. We also believe in the first-come, first-served in allocating our resources. That is part of our policy. First-come, first-served. So if you came with enough people, we would be thrilled if you used the whole pool. That is entirely appropriate. When I look at this and I look at the information we have in this process, I found on at least one occasion as this issue was brewing, we had an exercise class going on and six people left over in the swimming pool. The swimming pool was

perfectly calm and the six people were okay to be directly in the center of the lap lanes and having a conversation. There was no exercise. There was just conversation. It was strategically placed right at one of the lap lanes. I will let you draw your own conclusion as to why that was being done. I personally believe that if we create an exclusive use to one group of people, then that means everybody else is denied the use. So we have 2,600 people in this community. What I don't want to face in the community is a petition from 500 people saying why did you let 12 people take control of your swimming pool and deny us access? Why would you let 12 people use that facility that is large enough for other people and you let them deny everybody else so they have to leave because those 12 people have exclusive use? I don't want to see a petition like that coming forward in front of this Board and I think that we will have something like that. I don't want to see that happen. When we allocate this room for exercise, we do it on a usage basis. Right now, in the wintertime we have it full with people exercising so we take out all the tables for the exercise to occur. When we get to warmer parts of the year, we fill this room with tables in such a way it is less expensive, it allows other people to come in, sit and watch, do whatever they want to do as long as it is respectful. We don't just delegate this room solely for that purpose. We base it on the allocation and need based on attendance. We also in the past have changed the use of this room. We have an evening card night. We have had different groups coming in wanting to use the same room because we have limited resources and try to make sure everybody gets a share. Every other group that uses the swimming pool has agreed that it is reasonable to share. But I have one group that says they don't want to share under any circumstances. I don't agree with that. I don't agree that you should be able to say that 12 people can dominate the situation when the capacity is 45, but 12 people have to have it exactly the way you want it and no one else has a say in the matter. I think that is an indefensible position going forward. Also, if there was a class, what prevents somebody else from deciding they want a class because if you come to schedule a class, then you can have exclusive use? It is exclusivity that I have the problem with. So next December when we open up for scheduling again, another

group can come along and say I have a class, I want to have a class, I want to schedule it and I want exclusive use, as well. What happens if a group of people come and say they want to use it at the exact same time slot? We will be right back in this room at another Board meeting trying to decide which exclusive group gets the right to have that at that moment and time. That is a near impossible task for us to do. I am not against the aerobics class. I think the aerobics class is a wonderful idea. That is why we work so hard to make sure that the temperature is right. Ever since this Board has been in control you haven't had a situation where the temperature was bad or we didn't have the propane because we hadn't paid our bill. We have done everything we can to make that facility available and appropriate for everybody to use. I object to the not sharing part of it. If you would give me a solution that allows for the part of the pool that you don't use to be shared with other people, that is being respectful to the rest of the community. That is all I am looking for in this process. We clearly want to support the ladies aerobics. That is not the question. It seems to me that the easiest way to allocate that resource would be based on the number of people in attendance and having as I said, 20 people 50% or 75% or 100% usage based on the number of people attending. That was a suggestion that would acknowledge that there are also other people in this community who also have the right to use the pool. If your group would come up with a way to discuss how to share the facility I would be thrilled to have that discussion. But what I can't get through my head is why you have to have exclusive use and no way are you willing to be compromised in any way to share with anybody else. Come up with a plan that allows us to share with the rest of the community. If they don't come and there is nobody else in the pool, fine, but what you end up with is by denying people their rights, you are going to end up causing an even bigger problem in the end. And that is what I am trying to stop. Come to me with a proposal that allows easy sharing and I will be thrilled to go along with it. You haven't given me one yet. All you have said to me is we want it our way and that is the only way. I don't understand that.

Mr. Mecsecs: We have to find a way to work with each other. Like a lot of our fellow Board members on the Lake Wales side, when these folks start showing up, it is

going to get exciting. Whether they just got here, or have been here for 10 years, and I just realized I have been here for almost 10 years, each and every one of us have the same rights. We cannot not allow that. That is my perspective.

Mr. Murphey: I would just like to share some of the comments I have received from residents. And it is not necessarily my feelings, but I have had a lot of people say look, we are talking about a 45 minute class, most of us are retired here, so do I have to swim laps between 8:30 a.m. to 9:15 a.m.? No, I don't think so. You can swim earlier or later. People can be a little more flexible. Like I said, it is not necessarily my opinion or feeling on it, but I have heard that from a lot of people, let them have the class for 45 minutes, I can wait or I can go earlier. Again, just sharing some of the comments that I have heard from others.

Mr. Williams: I have also talked to a lot of people about this. At the last meeting we heard a lot of comments from concerned and determined individuals who have used the pool for their group activity for many years. I feel that that activity should be grandfathered in. They have done it every year for 11 years. You brought up about the tables in here when the exercise classes are going on. That is not quite true because we put a sign on the door saying there is a class in motion, please go around. It is monitored. We do monitor that so people don't come in and interrupt the class. So that isn't really true that we allow people to just come in and interrupt an exercise class. I have talked to many people and announced last week at the Coffee meeting our decision to leave the aerobics classes alone and close the lap pool and I got a lot of responses from people who are lap swimmers who said they can come in at other times and can work around it. These people have come in and done this for so many years so there is no reason why people cannot find another time to do that. If we open this up like that, we have people who want to play basketball. What are you going to tell them, they have five people who want to play today so you have to let them in even though people have an aerobics dance class scheduled? I don't think that will go over very well. I see women doing their quilting and sitting at the tables. If they want to have 10 people and there are a bunch of tables set up, you can hold a seminar at the other set of

tables. It doesn't make sense. We don't want to allow that to happen in any of these rooms. I sit out there on Friday mornings and I see it myself. Are we really going to ask staff to have to count the number of people and say okay, ladies, you only have 12 people today, so we are going to put up the lap lanes? It just doesn't make sense to have our staff, who should be out there repairing things, watching this or that, doing administrative things they need to be doing, rather than monitoring a pool aerobics class. Again, there are a number of ladies who are small stature and they have to use certain portions of the pool. There is no way around it for that. So if you tell them they have to move over, they can't use the back part or the front part because of the exercises they are doing, it just isn't going to work well. I do believe that they have been doing this for 10 or 12 years, whatever it is, and it should be grandfathered in. We even have posted on the door co-ed volleyball 11:45 a.m. to 12:30 p.m. and 6:00 p.m. to 6:30 p.m. lap swimming. On Wednesdays, water aerobics have reservations from 8:30 a.m. to 9:30 a.m., aqua aerobics from 10:00 a.m. to 10:45 a.m., lap swimming from 1:00 p.m. to 2:00 p.m. and 6:00 p.m. to 6:30 p.m. That has been working very well for years. We have talked about thinking of other people in the community. We have a large group of people coming in here to do the aerobics. I have only heard one person supposedly that had a problem with that, reported to somebody, I am not quite sure who that was, but it seems funny that that person hasn't shown up yet to voice their opinion. The only people who have shown up to voice their opinion are the people who are using it. If there was a person who actually had a concern, then it would have been nice to hear from them. So maybe that person wasn't quite as concerned as people thought they were. My thoughts are that it has been working for years without a concern except for one person. I think it can work for a lot more years without a concern and if that one person comes up, and whoever it is they talked to, I think they should have said look at these folks, they have been here doing this for 12 or 13 years, don't you think you can wait another 15 - 20 minutes and lap swim after the class? Those are my thoughts.

Ms. Wright: I attend classes here three days a week in this room. Occasionally there is a sign on the door, but not always. This room has never been shut up or locked

up for anyone walking through, going to the courts or anywhere else they want, or from sitting in the back and visiting while we are having a class. We don't get exclusive use in this room for our classes. We never have. You cannot apply that to any other room. If you go by that, then nobody gets exclusive use in any room. And we can't just think about any group, whether I agree with them or not doesn't matter. We are only half built out on this side. We have more people every week coming in to this community. We are going to have more people wanting use of the pool. The aerobics class is only here for two months out of the year. The rest of the year, everybody else has already been here, and they are all scheduled using the pool whenever they wish to. Then suddenly for two months of the year they are now told, uh-uh, your privileges are revoked. So we have to look at both sides of this argument and I know there is a whole group here and I understand how you feel because I have felt the same way about pickleball. We are always the ones who are heard from, the ones who want to say no, we don't like. The people who are happy are seldom here. This Board has to consider the effect that any action we take not on today and not on a single group, but on the future of Lake Ashton. So no matter where you stand on this particular issue, you need to be able to back up and look at the whole issue for everyone in the future. It is not saying where I stand on this or not. I am only asking the consideration of our citizens to think about everything instead of just what you as an individual want.

Mr. Robertson: So I will put a motion on the floor to give the amenities manager the right to have the pool divided into distinct areas when the scheduled class is about to begin and classes that start with 20 attendees or less present will be allocated half the pool, classes with 30 attendees present will be allocated three quarters of the pool, and classes with 40 attendees present will get the whole pool. Separation of the areas will be accomplished using the lane ropes. Areas not allocated to the class are available to lap swim and general swimming. That space will be allowed on a first-come, first-served basis. That is my motion. The amenities manager would be given the right to divide the pool based on the number attendees. Is there a second to that motion?

On MOTION by Mr. Robertson seconded by Mr. Mecsics with Mr. Robertson, Mr. Mecsics, and Ms. Wright voting aye and Mr. Williams and Mr. Murphey voting nay, the motion passed 3-2 and the amenities manager was given the right to divide the pool into distinct areas using lap lane ropes at the beginning of a scheduled class based on the number of attendees present and the areas not allocated to the class would be available for lap swimming and general swimming on a first-come, first-served basis.

Mr. Robertson: Are there any other items on the agenda, Mr. Flint?

Mr. Flint: Mr. Murphey had one item.

Mr. Murphey: I have been discussing with George and he recommended that I bring it to the Board, last year when we were fixing some of these ponds, at that time the golf course maintenance people helped, but I think we missed this one pond. I will just read what Alan wrote about it back in August. Current conditions noted for the pond, the top layer slope is no longer protecting the affluent filtration system. It goes on to say that technically it still meets the requirements of S.W.F.W.M.D., but however, the top layer does not protect the system from inadvertent impact and damage. The stone does also protect and provide an aesthetically pleasing appearance as opposed to the exposed sand filled layer. I only have one photo, which I will show you, and some of the people along Hogan have asked that we replace that stone. I have gotten an estimate to get that done. It is \$2,750 so it is within your power, Doug, but again, George has recommended for the Board to look at it and discuss it as opposed to just giving it you and saying you can approve it. So my recommendation is that we get this done, unless you know something about what is going on at the pond behind the driving range. I don't know if they have contracted with Applied Aquatic to put the stone back in there?

Mr. Robertson: Applied Aquatic is contracted to put the valves in on that pond, which will bring us up to compliance. Did Mr. Rayl send another memo with regards to this pond that said the issue right now is it is compliant, but it is an aesthetic issue?

Mr. Murphey: It is compliant, but like I said, the stone has swept off down the pond slope and it is no longer protecting the affluent filtration system. It does protect the system from inadvertent impact and damage if you do have the stone there. So right now it is not protecting it. Technically it does meet the requirements of S.W.F.W.M.D., but there are some other issues, aesthetically and also it is not protecting the system from inadvertent impact and damage. It does also provide an aesthetically pleasing appearance, as opposed to the exposed sand filled layer, which is exposed right now. So what I am asking for is approval to have either have the estimate approved for \$2,750, or go back to Applied Aquatic. When I first talked to Wade from Applied Aquatic, he had only contracted cleanup of the pond. He told me he was not putting stone along that exposed bank, but you said he is.

Mr. Robertson: He gave us a quote to do the whole thing, which was \$5,500 and I said to please break it into two pieces because we wanted to make sure that there was no damage to the filtration bed so I couldn't say go ahead and do the \$5,500 worth of work because we had to stop and look and make sure the engineer was happy with the result. After the meeting on the 10th, we went out and saw the clearance was fine, the filtration was not damaged, and he agreed we could now lay the rock on top. So we did modify the contract up to the original \$5,500 and they are going to come in and address that whole pond area so it will be compliant and it will not happen again in the future. So the contract is back up to \$5,500. At one point I told Wade he couldn't do it because we had to wait until the engineer approved it. So if you want to put a motion for me to go ahead and add the rock to that pond, I can get Applied Aquatic to give us a bid on that, as well.

Mr. Murphey: This is something we have been talking about for several meetings, but obviously we hadn't been able to get an estimate or get someone out there which I did now. It is perfectly fine with me if you want to approach Wade to get him to do this. The estimate I have is for \$2,750. That was for like 20 yards, but Alan thought it might be less than that. So I think we need to request Applied Aquatic to give us an estimate to fix this pond.

Mr. Flint: You might want to make the motion a not-to-exceed amount based on the quote you have and get an additional quote from Applied Aquatic so if Applied Aquatic is equal to or less to go with that. Is that what you want to do, Mr. Chairman?

Mr. Robertson: So that will give me the authority to go with the best price?

Mr. Murphey: Yes, definitely.

Mr. Murphey moved to authorize the Chairman to get an additional quote from Applied Aquatic for replenishing the rock layer at Pond #22; not-to-exceed the amount of \$2,750 and go with whichever quote was most reasonable and the motion was seconded by Mr. Mecsecs.

Ms. Wright: Are we doing this for aesthetics or compliance or from a preventative maintenance standpoint?

Mr. Murphey: Kind of all three according to the way Alan wrote this thing up.

Ms. Wright: Because we just have to be careful when we allocate funds for aesthetic reasons.

Mr. Murphey: Well I understand that. But it is for a bunch of residents. It is not for just one person. And I know we have had that question before.

Ms. Wright: And you will have more. That is why I am asking if it is for preventative maintenance or compliance.

Mr. Murphey: Believe me, I have a bunch of others that I am waiting on with these ponds. As you know, the ponds are way down because of the lack of rainfall.

Ms. Wright: My question was simple. What reason are we doing this?

Mr. Murphey: Like I said, a little bit of all three.

Ms. Wright: As long as we can justify it as maintenance or preventative maintenance, I am fine with it.

Mr. Robertson: There are areas where it looks pretty good and there are areas where it is worse. Going out there with a contractor and saying how do we make this filled in where it needs to be or make it how we want it to look? If we can get the desired effect without having to spend that much money, we will.

Mr. Murphey: Right. They wouldn't really need three inches everywhere.

Mr. Robertson: So will you give me that option to get that area cleaned up and replace what is missing to give it a nice consistent look?

Mr. Murphey: Yes.

On VOICE VOTE with all in favor the prior motion was approved and passed 5-0.

Mr. Robertson: Anything else, Mr. Flint?

Mr. Flint: On the agenda you do have General Audience Comments next, which you generally have at the end of each meeting. That is all you have left before adjournment.

FIFTH ORDER OF BUSINESS

General Audience Comments

Mr. Robertson: Then we will welcome General Audience Comments, please.

A resident: I wanted to comment on the pool. We have been residents for just about a year now. We don't live here during the summertime. Before that, we were renters and we really enjoyed this community and felt it was a place we wanted to join. Doug, when you first brought up this issue to us in the pool, you said that we needed to have a lap lane up. You never said recreational swimming. That term did not come up until this meeting. I have been at both the outdoor class and the indoor pool class for the 8:30 a.m. class and we have never told a recreational swimmer that they had to get out. They were allowed to be in there. Carla, you stated that this room is never private during an exercise class. I disagree with that. I have been in Pauline's class on Monday when there is a note on the door that says class in session, do not enter, and if someone opens that door to go through, she reams them out. That is all I have to say.

Ms. Gordon: Hello, again. First of all, you are going to be surprised, but I want to applaud and thank all of the Supervisors, all of them, for your service to our community. You volunteer your time and a lot of effort, and it really is appreciated. I am sure that you have guessed that I am disappointed by your vote, and I have some

notes here because I am a little disjointed and I apologize. I really don't know who told you that we wouldn't share the pool. That was not our intention at all. I am speaking for people who are not here, so I apologize, but we are not an exclusive group. As was mentioned, there are recreational pools that come in the pool. A couple of weeks ago, actually two of your buddies, were in the pool when we started our exercises, and we churned up so much water, they said they don't need to lap swim because they actually had to tread to stay in the water. I tried to articulate when I got up here why the lap lanes and the ropes and the swimmers are a hazard when we are exercising and I think that you don't understand the exercises that we do. Most of them are under the water. So when you say the pool is rated for 40 people, and you are allowing 20 people to have half the pool, we stretch our arms out and now I am taking up the space of three people. I don't see how you can get 40 people in there who are lying flat and kicking. You are going to kick somebody in the head or you are going to kick somebody in the side. It is dangerous. So it is not like we think we are so great and want exclusive use of the pool. That wasn't our point. It is dangerous. The ropes are dangerous. We have people who don't know how to swim, yet they are in the pool trying to exercise. If they get caught up in one of those ropes when we are kicking forward or backward, I am sorry, but you are going to have a lawsuit on your hands because you have now sanctioned those ropes to be there or those other swimmers to be there. You are sanctioning the ropes to be up during volleyball. If somebody gets hit in the head with a ball, and I tried to articulate this the best I could, but your motion has passed, the vote has passed. I also want to say that a lot of the swimmers on both sides feel very unwelcome now. I would say it is 50/50 whether the 8:30 a.m. class is going to continue next year. Just want to let you know. And I tried to articulate that today. We want to feel welcome. A lot of people dropped out of the class because they don't feel welcome. They felt there is a lot of confrontation and they didn't want to be here for that. There are a lot of renters who come and are only here January through March or April. I know because they stand next to me while we are exercising, and they look forward to that water aerobics class in the morning. They don't want to go to the 10:00 a.m. class because that one is a low

impact one. So I don't know if you can revisit this or not, but I just want to tell you that you really didn't consider everything. If you had met with us, seriously, if you had come to a class, you would be better informed and maybe your decision would have been different. That is all I have to say. Thank you for listening to me, and thank you for your time.

Ms. Brenda Van Sickle: My concern is the exclusive use of a room. If I have this room reserved for Jack's surprise birthday party in July, I would be very unhappy if somebody decided to use the walking track then or if somebody wanted to eat my food that I paid for. I want to know exactly what I can expect.

Mr. Robertson: You are allowed to rent this room.

Ms. Van Sickle: I am not renting. I am a resident and I reserved it.

Mr. Robertson: That is a rental agreement. You have agreed to the conditions under if you damage it, you will fix it. You sign a contract.

Ms. Van Sickle: So do I have exclusive use?

Mr. Robertson: To this room, yes.

Ms. Van Sickle: Thank you.

Mr. Judd: Just would like to thank the Board for all the time we have spent on the pickleball issue. We are thankful things can get going very soon. Thank you.

SIXTH ORDER OF BUSINESS

Adjournment

Mr. Robertson: Is there any further business? Is there a motion to adjourn?

On MOTION by Mr. Murphey seconded by Mr. Williams with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**MINUTES OF THE JOINT MEETING FOR
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT
AND
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Board of Supervisors of the Lake Ashton II Community Development District was held on February 24, 2017 at 1:30 p.m. at Lake Ashton Wellness Center, 6052 Pebble Beach Boulevard, Winter Haven, Florida 33884.

Present and constituting a quorum were:

Carol Pontious	Lake Ashton CDD Chairperson
Borden Deane	Lake Ashton CDD Vice Chairman
Brenda Van Sickle	Lake Ashton CDD Assistant Secretary
Bob Ference	Lake Ashton CDD Assistant Secretary
Mike Costello	Lake Ashton CDD Assistant Secretary
Doug Robertson	Lake Ashton II CDD Chairman
Jim Mecsics	Lake Ashton II CDD Vice Chairman
Daniel Murphey	Lake Ashton II CDD Assistant Secretary
Stanley Williams	Lake Ashton II CDD Assistant Secretary
Carla Wright	Lake Ashton II CDD Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Tricia Adams	Lake Ashton CDD Community Director
Mary Bosman	Lake Ashton II CDD Community Director
Robert Caraballo	Allied Universal
David Phillips	Allied Universal
Garold Williams	Community Watch Solutions, LLC
Michael Peters	Securitas
Darren Lopez	Securitas
Tom Bresnyan	Securitas
Allison Bacchus	Securitas
Leah West	United Protective Security Services
Lawrence West	United Protective Security Services
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call / Pledge of Allegiance

Mr. Flint called the roll and everyone recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments on Specific Items on the Agenda (*speakers will fill out a card and submit to the District Manager prior to beginning of meeting*)

There not being any, the next item followed.

THIRD ORDER OF BUSINESS

Discussion and Evaluation of Security Services RFP Responses

Mr. Flint: The Lake Ashton I Board at a prior meeting had made a decision to issue a RFP for security services and the Lake Ashton II Board had a meeting the same day. This same issue was on both agendas and the Lake Ashton II Board at their meeting that afternoon also directed that a RFP be prepared and issued for security services with the thought that this would be a joint request for proposals, so staff for both districts worked in conjunction with Mr. Mecsecs representing the Lake Ashton II Board in preparing a RFP document. That document was subsequently brought back and approved by the Lake Ashton Board, and it was approved by Mr. Mecsecs as a representative of the Lake Ashton II Board and that RFP was issued, it was advertised in the Lakeland Ledger, and it was mailed to half a dozen security firms. As a result of that, we had a closed-bid process. Those bids were due approximately two weeks ago and we received four bids. One from Allied Universal, one from Community Watch Solutions, one from Securitas USA, and one from United Protective Services. In the document the Boards approved that was issued, there was a set of selection criteria that were approved and the Boards reviewed those, approved a selection criteria, and the thought is that today we would discuss them. The selection criteria include personnel, experience, understanding of the scope of work, the financial capability of the firm, and price. Each one of those are weighted differently, price comprising about 15% of the total. So the Boards are not only looking at price, but they are also looking at qualifications, experience, and the financial capability of the firm. The goal for today is that all four respondents have been invited to attend this meeting and each to make a brief presentation to the Boards. After that presentation we would do questions and answers if the Board members or staff have any questions for the respondents. We are going to do that alphabetically so the first firm is

Allied Universal, which is the current provider of security services for the district. As a professional courtesy, although it can't be required, we have asked that each one of the respondents when they are not making their presentation that they would step out of the room. Legally we cannot require them to do that, but I believe they have all agreed that they would do that. So Allied Universal, you are up. What we would ask, as I indicated in the e-mail, if you could limit your presentation to no more than 15 minutes and then the Boards may have questions for you.

Mr. Caraballo: I am Robert Caraballo, General Manager for Allied Universal. We are your current security providers here. With me I have David Phillips, who is my Operations Manager. We didn't bring a presentation because we are part of your Lake Ashton community and family. We have been here with Lake Ashton I from before when we were part of The Budd Group and some of your staff have been here forever. When we came to Lake Ashton II, George Flint and his staff approached us and asked if we would submit a proposal so we could take over that security, as well. As with every family, we have our growing pains, and issues within the family that we try to deal with. We worked with the CDD to correct those issues. We try to make sure we give you guys everything that warrants a community like this. With that comes some problems and also some successes. I know last year Tricia Adams sent me a note on a review that was done on security and 90% of it was good, 10% of it were some things we needed to work on. We addressed those issues and we try to move forward on those things. So I am not here to try to sell anybody saying we are the best security company out there. Our proof is what we have. Our officers try to become familiar with everybody here and enforce the rules that are going on. When we have an issue we identify it. We attempt to be at all of your Board meetings that we know about. We have a long history here and would like to continue to do that. One of the things I identified several weeks ago, and I am not sure if a proposal was out, but we were having some issues with particulars, trying to figure out how can we do this better, how we can do that better. The note that I sent to the Board was that I thought was in the best interest and what we are finding is the Lake Wales community has grown so much that what we were paying our security officers

was not requisite of what their requirements were to work here. So what we were doing as a company is we were taking some things off our bottom line and ensuring that our supervisors were given a premium rate.

Mr. Ference: You went through that so quickly, sir. Can you back up and say again what you said leading up to that? I missed the preamble to what you are saying now. You dropped the microphone and it was hard to hear. I would like to understand what you are saying, but I don't.

Mr. Caraballo: I apologize. I am just trying to go over our history at the property. We have been here for quite some time. We have worked with you for a long time. We understand the nuances that are going on here and what I was leading up to was the fact that several weeks ago when we were having issues at the gates, and issues with our patrol services, some of the things we identified is that what was being asked of us, we submitted a survey to the Board and Trish just to kind of look at where we were locally because Lake Wales is not the sleepy town it was yesterday. So in order to provide the requisite level of service that you have here, we asked if we could present an increase. I know shortly after that a security proposal went out for bid.

Mr. Ference: What issues? Gate issues? Could you define those for us?

Mr. Caraballo: They were minor. We lost one of our supervisors. She didn't feel like she was being paid well enough to continue to work here. We were bringing people on board because we couldn't hire a staff and we gave the supervisor, Ms. Kate Pack, I am sure most of you know who she is, we lost her. She was a little perturbed because when we were bringing in individuals to work the gates, we knew that when people were leaving, we were paying them off of our side to bring them in at a pay level that would be requisite for the duties they are expected to do here at the community. So when she found out that there were people making money that was requisite with her pay grade, she was a little offended by that. We could not continue to pay her more. So we submitted a proposal that asked for what security is based on this area. If we were to continue with the current status of where we were, you wouldn't get the requisite you expected. The pay rates were in effect from probably around three or four years ago

when the economy was still in recovery. So for us to go in and bring people in to do the expert security professionals you are looking for, the job market just wasn't out there to meet that. So I asked for a minor increase, which is why if you look at our proposal that we submitted to the Board recently, our numbers are up a bit because we were paying the guys \$8.24 and \$8.50, people can't live on those means. So that is why we kind of did that, hoping that with the understanding that our history here and keeping the people in place that it was time to show them thanks for what they do on a day-to-day basis. We understand that when we do security, people like myself aren't the people who make the good reputation known. It is the ones who are at the gates, the ones that are on patrol, the ones who are checking your pool passes and security at the pool. Those are the guys who make our reputation and our name. So it was time to bring them up to where they needed to be at so that when Trish and George and the Boards come to us and asks us to provide a type of security officer that is warranted in a community like yours, we can have those people in place. Does that make sense to everybody? I don't want to make this about money. It is about doing the right thing for the officers who have been here and have been successfully providing security to your community. Now that we have merged, we are Allied Universal. Some of you have been here for quite some time know we were Universal Protection and merged with Allied on October 28th of last year. With that we are able to leverage certain technologies and training aspects. We are a bigger pool. When I was at Universal, we were 25,000 billable man hours strong. That gave me about 800 employees. When we merged with Allied, it doubled my resources. So now we have more accounts in the area and more people to pick from. We have more and better opportunity to present to the officers when they come to us now. Insurance plans are better, which means what they pay out of pocket is better for them. Our vacations are better. We are able to continue to not bill the community for when our officers work overtime and holidays. We pay them a premium rate, but the security billable rate stays the same. We are able to send them to different courses and do a bunch of different things we weren't able to do in the past, or we were very limited in our scope of where we could be. Our cutting edge training technology that they are able to go on is called The Edge.

They can look at different training programs. The number one thing that fails in every security program is writing customer service and things of that nature. We can actually enforce that the officers in the community look at those types of training models and bring them to where they need to if they are lacking in some of those areas so they can provide a better service. We understand that this is your home and you don't want the gestapo police sitting at your front gate. You want someone who is friendly and understanding that when you come home at night, that friendly wave means, hey, I made it home safely, but I also recognize you, and when I don't recognize you, then we do what we need to through the access control checks. Some people aren't born with that knack. I am a former member of the Secret Service. I was trained to be smiling and friendly, but when I had to stop somebody at the gate, I could do that, as well. I heard at the last meeting somebody talking about how great that is, they want to come home to a friendly environment. We want to make sure that is the case, but we also want to make sure that when you are in your houses and you want to keep your front door open because it is cool outside, that you are not worried about somebody getting through the gates unauthorized. So we have to meld that balance together and make sure the officers at the gates are fully aware of what that is and who is coming and going. I see a lot of construction going on. You don't need construction workers lingering on after hours where they don't belong so we try to encourage the patrol officers to know who is in the area, who to be aware of, etc. I know in the past we have done that with the pools where we provided an officer to sit at the pools so that way we enforce those regulations that visitors or to even residents who say I live here, I can do what I want, that for liability purposes we say you can't or shouldn't be doing something.

Mr. Murphey: You said you asked for a small increase but the paper I am looking at, it looks like a 50% increase. You also indicated you had some staffing problems. What assurance can you give the Boards that moving forward you are not going to still have those problems because we have had very inconsistent work here at the gates lately?

Mr. Caraballo: That is where we came up with the figures on these and showed the Board when we initially talked to George and Trish, who were constantly sending e-

mails and I was being forwarded those because I have a manager that oversees the community here. The one thing we identified was the product we put out was what we were paying the officers. So for us to get from \$8.24 to where they should be, around \$9.00, our rates had to go up. That is what we are bringing the officers in at right now. We were trying to bring them in at that rate, but as a business, we weren't able to. The supervisor rates alone was eating a huge portion. She was making \$11.00 and we were billing \$12.24. Former business people know that taxes and other things don't even account for that. So when somebody else is worthy of an increase, we were not able to do that. We were trying to recruit at the \$8.50 mark, but when officers can go across the street or down the road or travel to Tampa and make a whole lot more, why not keep the community here where they know each other, things like that. In the past, we were lucky. When we first started we had Tom at Lake Ashton CDD. Tom was a formerly retired principal. He knew the community. He was also living on a pension and just loved being out there so he was great. We all started seeing a little bit of a demise when Tom left. We can all agree to that. We have tried to keep those requisite levels up, but it was time for us to come back to you and say for us to continue to be successful here, or to get back on track for success, we need to work together on these issues.

Ms. Van Sickle: I have this question that Mr. Mecsecs put in even a better format. As you saw in the RFP, we are extremely concerned about officer oversight supervision. Will you please elaborate on your strategy to provide an effective and efficient managerial oversight and supervision? I will give you an example. You just said we had a pool officer to sit at the pool. One day when I was at the pool, and it is not my job to supervise, but the pool officer was sitting there. She was polite, she was friendly, and she checked IDs on the way in. A father was throwing his kids in the pool while we had a full pool, and an adult was doing cannonballs. There were also underage kids in the hot tub. How did this situation come to light and how should it be corrected? Whose job is it to know that this is going on?

Mr. Caraballo: I apologize for those types of situations. Our officers are supposed to be sitting there, friendly, checking pool passes, but also some of the rules of what they

are supposed to be doing aren't being enforced. So our biggest achievement would be to get the right supervisor in here who will take charge of the situation and then follow up with our local manager who right now wasn't able to be here but has attended some of your Board meetings in the past. He is actually hospitalized right now, but it is working in concert with them to ensure that the supervisor is training people to every aspect of what they are supposed to be doing and I know in the past it is not being scared to go to the Tricia's and George's of the community to say we are having trouble with certain residents who are not following suit when asked. I know for a fact that at gated communities when you try to enforce certain things, the resident will say they live here and they pay for the pool, they can do whatever they want. So it is going back to the George's and the Tricia's of the world because they are your community managers, to take it up with that resident to say there is a reason why those officers are doing what they are doing and we all need to work together so everybody can enjoy the pool.

Ms. Van Sickle: Without a doubt we have some excellent people. Currently our pool staff is proof. I think it was more of a lack of understanding, a lack of training, but some of them are doing an excellent job. We have some people who come in and push the button, the eyes are straight forward, but it seems like there is a lack of training. What type of training do you give our people?

Mr. Caraballo: We have identified something that is actually direct training or specific training. About 90% of what gets us in trouble with gated communities is when the officer fails to do the one thing I mentioned, which is when you come home, you want to feel welcomed. I see you, you see me. It is not to say if I have never seen you before, but you are in the proper lane. I worked at the White House for many years. I didn't know who was who, but when they met all the criteria, it was a friendly face and you only became the gestapo guy when the unknown stood in front of you. So it all reverts back to training and we can host an event at Lake Ashton like we do at many other locations where we bring everybody back to the basics and make sure they are doing that with evaluations from the supervisor to say we have some people who are not up to par. We don't want anyone to go downward. We want to bring them up to our level so

everyone is successful and we are giving the same requisite from every officer who represents our company.

Mr. Ference: I think most of us got to know Tom and got to know Kate and she attended all of our meetings and we saw her consistently doing her duties, etc., etc. Who trained her as a supervisor? Was she not a well-trained supervisor?

Mr. Caraballo: Tom was the one who recommended that we bring her up to the next level when he decided to retire. In the day-to-day of what the community needed, yes. I think what Kate might have been lacking was some people understand what we do here, but to be able to lead, that may be where they are weakest at. I have people on my staff that do great and we see them wanting to do bigger and better things in their day-to-day service, but they are in that box and they don't know how to get to the next level to get them to where they need to be. So if we failed in not giving Kate the tools, which I have been on the receiving end on many e-mails from Kate and Trish and others who have asked us to look at certain things. I think the patience level might not have been there where she felt that her hands were tied and she wasn't ready to take some the criticisms sometimes. I am not trying to badmouth Kate, because she did an excellent job while she was here, but some people aren't cut out for it.

Mr. Ference: If you are willing to let a well-trained supervisor go because she feels she is underpaid and yet you hired many other people who come on without her years of experience, training, and knowledge of this community, how many did you hire like that? Three? Four? Five? How many? You wouldn't pay one person a few dollars more who had the experience and knowledge of the community?

Mr. Caraballo: We actually offered Kate more money. But she was embarrassed and there was no turning her decision around, sir.

Mr. Ference: I thought you said she was embarrassed because she was not being paid as much as the new people who were hired.

Mr. Phillips: Let me try to explain what happened in that situation. We have what other security companies call rovers. I like to call them utility officers. These are individuals that we pay a premium rate to come out to locations that are specially trained

to do a job as a fill-in officer. As we know, we had a few struggles on staffing because of some of the dollar value and the pool of candidates available at the time. So we would pull in individuals to work the site. So we pulled these folks in to help, but Kate's misunderstanding here was the fact that she found out how much those officers were making. Unfortunately they do make a premium rate. That is where there was disconnect. Those officers are supervisor material and that is why they get a higher pay rate. They are not attached to a contract. It is something that comes out of us and we pay for as a company to supply the service to you folks so you go uninterrupted and you get qualified individuals. So sometimes we run into that disconnect. I had conversations with Kate in regards to this. I know Doc Watson, your current manager, also had conversations in regards to this, but unfortunately it didn't get through to her. I think Bob hit the nail on the head earlier today. When it came to Kate, her daily interaction with everybody was very well. She was lacking on the temperament side for lack of better words. As Robert said, she wasn't able to come out of that box yet.

Mr. Ference: What I am getting at is I don't want to see revolving doors because you hire people for less. We have people who have been here for years, we get to know them, and they get to know us. They know their way around. They know the shortcomings. Then they hire somebody else because of the dollar amount or they don't have the vision you have, how many revolving doors are we going to have here?

Mr. Phillips: I think that really comes down to the reason why we are looking at an increase.

Mr. Costello: You said the project manager for Lake Ashton is in the hospital. Have you notified their contact person that this person is unavailable at this time and who is replacing them right now?

Mr. Caraballo: It has only been two days since he has been in the hospital. He hasn't been in the hospital forever.

Mr. Costello: That is great. But if he isn't here, can we receive immediately who we need to contact if we do have a problem?

Mr. Caraballo: We did not do that because in my understanding, in the past, every e-mail that Doc gets, and Doc is still even getting his e-mails. Doc may not be able to be here physically, but every e-mail he is getting he is forwarding them to us and we are responding to those things. So his accounts are not failing and if you were to send Doc an e-mail or even call him, he would pick up the phone, and if he is unable to do that, he is turning it over to us. We would have to come in and do those things if he was incapacitated, but he is not.

Ms. Pontious: Okay. We have a few other people we need to talk to today. Oh, do you have a question, Jim?

Mr. Mecsics: Yes. I think you know who I am. Like your Secret Service background, we have something in common. I have Air Force One security background. You have two clients right here, Lake Ashton and Lake Ashton II. I love them, they are all my buddies, but when you talked, it was all about Lake Ashton I. That is one of the problems we have. How many times have you been out here?

Mr. Caraballo: I have been here quite a few times, but not since the merger. My role has changed a lot. Trish can probably attest to this that I have been to meetings with her, but the role of the client manager is the one who is out here to do those things.

Ms. Pontious: Thank you for coming today and we will return an answer when we have reached a decision. Okay, we have seen how long that one took. I think we need to do a little regrouping here among ourselves before we go on. How about if we say one question per person and if that question has already been asked, then move forward. We won't have the same dialogue with the rest that we have already been in with these people because we know what we are not getting. I am sorry we took the motive going back and blaming people for what happened, that should not have happened and that will not take place with these additional people. We have a new future with one of these people and will just move forward, but let's try to limit our questions to one per person.

Mr. Deane: I am not an expert with regards to security so I think the questions should come from the expert.

Mr. Flint: All of the Board members obviously are entitled to ask questions. That is the purpose of this, but I think Jim circulated some suggested questions and hopefully some of the Board members might think to ask those.

Ms. Pontious: Yes. We can pick some of those and move forward with that. I think we are ready. Thank you.

Mr. Flint: I let everyone know we were going alphabetically. I thought that made the most sense.

Ms. Pontious: The next gentleman is representing an organization called Community Watch Solutions. He is going to tell us what he can do for us in the future.

Mr. Flint: I didn't do this previously because Allied is our existing contractor, but because you are coming in cold to this room full of people, you have two CDD Boards here, Lake Ashton CDD and Lake Ashton II CDD. So you have all the Board members from both Boards and Andrew and myself as staff. The hope would be for you to limit your presentation to 15 minutes and then the Board is going to take an opportunity for questions and answers.

Mr. Garold Williams: Okay. Good afternoon. My name is Garold Williams and I am the owner, President, and CEO of Community Watch Solutions. It is a security company that I started in 2014 to have a different type of security company. The only thing I do is gated communities. I don't do malls, I don't do courthouses, etc. This is what I do. I work with CDDs and HOAs and your setup you have here is what I am used to so this is not new to me. I understand the nuances of it and I understand how to deal with it so what I would want to bring here is the small company. My most important resource is my human resource. I take care of the officers who work for me and for you. It is my belief that if we take care of them, they will take care of you. I am a retired military officer for 20 years. When I retired I was the Captain of Guard for Fort Stewart, Georgia. I have a bachelor's degree from the University of Central Florida. I do know this business, I do understand leadership, I do understand taking care of human resources, and I do understand how to manage large communities like this one. The

Boards have my packet and I think that best way to proceed is to answer any questions you may have for me.

Mr. Meccics: First of all, thank you for your service. I have looked at your proposal and the size of your company, but what kind of reach back capability do you offer? For example, some of the concerns we have is if we have an officer call in sick or is out short or long-term. What kind of reach back capability and resources do you possess presently that we wouldn't have to rob some other contract to fulfill our needs?

Mr. Garold Williams: Normally when I have a contract like this, you will have full-time employees and possibly two or three part-time employees. The ideal is to have people with the work ethic that you don't have those types of issues very often, but if you do, then you use the part-time people on staff to cover those positions. If not, we can use overtime and that is something that would be approved by me. So it is a challenge that I deal with in my onsite leadership to provide an environment which people come to work when they are supposed to. If they do that, then we don't have those issues. We fulfill what needs to be done and I put a lot on the onsite supervisor to provide that leadership and have that morale that they work with each other to make sure that doesn't happen.

Mr. Stan Williams: I appreciate your military background and education background, but how much actual time have you spent working on the CDD grounds?

Mr. Garold Williams: I have been working with CDDs since 2006. I was the regional director and director of security for Reunion Resort.

Mr. Stan Williams: Were you ever a gate attendant or patrol officer or anything like that on the grounds?

Mr. Garold Williams: In military of course I was, but I have not been a gate officer. When I came to Florida, I came here as a regional security director.

Ms. Pontious: What is your retention of your employees?

Mr. Garold Williams: About 85% to 90%. I have officers who have been with me since 2006. These types of positions for these jobs are a dime a dozen, so I guess having that family-type atmosphere is what keeps them around. That is what I want to bring here. From what I understand, your staff is fine, but they just may need a little better

leadership and know that we care about them. I want them to have a 401k program. I want them to plan for their future. If they go to school and get certifications, I will reimburse them for those certifications, and I will give them a raise that is funded by me. If they want to go to college and they bring me their transcripts showing me they passed the class, I will reimburse them. It is my obligation to ensure that they can be successful. I don't want them just standing at those gates wasting time. These are entry level jobs. It is not the intent of myself, nor should it be their intent to stay there. Now those that are retired, that is a different ballgame. The ones who are younger, I want to encourage them to grow within my company or find other opportunities.

Mr. Robertson: Who is your largest customer and what percentage of your business total does that represent?

Mr. Garold Williams: Right now my largest customer is Reunion Resort, which is right down the road. I have been there since 2006. They probably represent 50% of what we do. We also work on Reunion West and a couple other smaller properties in that area.

Ms. Van Sickle: A lot depends on having a good supervisor in place, and I think you have a very good one. What type of training do you give for your site supervisors and provide your patrol officers?

Mr. Garold Williams: As far as training is concerned, they are Class E certified officers from the state of Florida. I am a member of the Gated Community Security Group and we are a group of security directors at the high end gated communities throughout Florida. We have a training program for supervisors and I make sure they attend that training so they learn the skills they need in order to manage schedules and the property, and know what they are doing if they don't already have those skills.

Ms. Van Sickle: What type of support do you give them?

Mr. Garold Williams: Anything they want. I own the company so if you want something, you let the supervisor know. If they need it and you want it as a client, we get it for you. That is just the way I do business.

Mr. Ference: What is your retention rate again did you say?

Mr. Garold Williams: I would say about 85% to 90%.

Mr. Ference: Do you draw from a geographic demographic area? In other words, are people going to have to drive 10 miles or 30 miles to get here? One of the things we found with some of the folks who have worked here and left was that it was they were coming from too far away and it wasn't worth it to them. How do you deal with that?

Mr. Garold Williams: I recruit and post this if there was a position here, I pull support from this demographic area so that when we do the interview process, I am looking to hire people who are from this area. I know a lot of people will take a job saying they will make a drive and then three months later they don't still want to make that drive. I understand that and I am looking to hire people from this area to do this job. I hire all my people for site specific. I don't have a pool of guards hanging around. When I get a new site, I hire for that site specifically, and that is where they work.

Mr. Ference: What incentive do you give to people because this is not the greatest area for entry level jobs? Do you give an incentive for people to come from this demographic? All we kind of want is to not have the same problem we are currently facing where we get attached to someone who does a great job for us, or so we perceived, they make wonderful relationships here with the people they work with and who work with them and us, and then leave. We don't want to see that revolving door because they live too far or they don't own up to the corporate philosophy, or whatever it may be. How do you incent people so that we know when we get someone they are going to be gone in three months and become part of that 10% loss rate that you have?

Mr. Garold Williams: I think the way I keep my employees is how we treat them. I give them bonuses. Thanksgiving comes around, I give them all a free turkey. I give them birthday cards. And in the 401k program, I also do a 3% match. So they see that I as an owner give back to them, whether it is a bonus, a turkey, a birthday card with a gift card, etc. My leaders at my sites have the authority to give monetary incentives. Saw you doing a great job, let me know, we give them a gift card or something to show that we appreciate what they do and just recognize that. If you do that, then you will find they don't go to other companies that don't do that. I am a new company and all the business I got came from those guys out there.

Mr. Costello: Do you promote from within or do you go out and look for certain education levels? Is there possible mobility for the people who are here?

Mr. Garold Williams: Every leader in my company, other than my daughter, has come from within. I do believe promoting from within and that goes along with the education programs I was talking about before. I want them to get those programs so that not only can I promote them when a property becomes available, but when we pick up other properties and they need leadership there, we can move them there, or sometimes I get job notes through the directors group that positions are available. So the goal for the young people is to get them educated and get them to a point where they can be successful either with me or somewhere else. I want them to be successful.

Ms. Pontious: We have some excellent people. We have some who could come up to a higher standard. We definitely have our better people we want to maintain. What will you do to make sure that happens?

Mr. Garold Williams: If you like them, they stay. I would just bring them into our firm. Normally when I take a property like this that has an existing staff, they are really just blown away by the amount of care and concern that we give them. We listen to them. If they need something, we do it for them. Just even the little incentive programs that we do, they want to feel appreciated working for us and like they have a say in what goes on and how we do things. That helps. So the ones who are here, they are going to be much happier under our umbrella because it is a family-owned company.

Ms. Pontious: Any other questions? All right, then. We thank you, Mr. Williams, for coming today.

Mr. Flint: One question we may want to ask each of them is if they understand the concept of soft gates because that isn't the norm for CDDs. The public access issue is important, so you may want to ask the presenters about that.

Mr. Mecsecs: If you read the proposal, you should know that.

Mr. Flint: And that's why you were not asking that question, to find out if they read the proposal?

Mr. Mecsecs: Yes.

Mr. Flint: Good afternoon. Just so you know who is here, this is a joint Board meeting with both community development districts, so you have both Boards of Supervisors here. You have the Lake Ashton II CDD Board of Supervisors, there are five members, and the Lake Ashton CDD Board of Supervisors also has five members. The way we would like to handle this is we would ask you to make a presentation no more than 15 minutes and the Boards will have some follow up questions for you. We are going to try to limit that question period to 15 minutes if we can, as well.

Mr. Peters: Just a quick by a quick raise of hands of the Boards, who is familiar with Securitas prior to today? Okay, thank you. There is a long history. This is an introduction, but I don't want to take too much time with that since some of you are familiar with it, but gaining an understanding as to who we are as an organization, my name is Mike Peters. I am the Central Florida Business Development Manager for Securitas. I oversee our six branches for Central Florida ranging from Daytona to Gainesville to Fort Myers. Obviously we are also in this area. With me today are Tom Bresnyan, who is our local branch manager who works out of our Mulberry office and oversees our communities and logistic finds throughout this area and Polk County as a whole. He has been with the organization for six years, worked with over half a dozen communities prior from our Tampa branch. Next to him is Daren Lopez, who is our area Vice President. He oversees all of Central Florida and has been with the organization, having moved down from New York and Connecticut, and he has been with the organization for 20 years now. And our very own HR Manager, Allison Bacchus, who has been with us for 10 years. It is her duty to handle all of the back end work, helping us assisting with HR, recruiting, hiring processes, operational procedures, and the likes. She has a team that worked with and under her local HR managers at our branches. For instance, in Mulberry we have two full-time dedicated HR managers that assist with those portions of making sure the officers are properly orientated, addressed, and trained. As a company, Securitas started in the 1930s as a Swedish organization. We are global obviously in our outreach with 330,000 give-or-take employees as an \$11 billion dollar organization internationally. I tell you that just so you understand the resources

behind what we do because on a local level that doesn't matter to you. What will matter is understanding what we do here. We have a very flat infrastructure and we have changed from the status quo that you see with national companies. We really led the charge with doing that almost a decade ago. We don't grow through acquisition and mergers. That usually causes internal conflict and only the client suffers from that ultimately, which you may or may not be familiar with. We have done what we have done organically since we moved into the U.S. market through long-term retention of both our officers and our clients and strong relationship building by utilizing people such as myself, as well as operational management on a ground level. We are never more than one reach away. There aren't regional managers who are overseeing 40 to 100 accounts that have to travel back and forth. They are checking in with their site managers how everything is going and moving on. I only mention this because I hear horror stories by clients as I transition, since my job obviously deals with new clients and new market support. I have heard stories that for a year a local client, the brand Tupperware, for their headquarters, they were being serviced by another international organization and once a month every month he received an e-mail from his local account manager to the regional office saying everything was great with the account and they were servicing the client how they needed to be, and he tells me he hadn't seen the guy in over a year. So our fine infrastructure allows for accountability and transparency on every branch level, every market we service, we have full service branches that have full service branch management overseeing the accounts as a portfolio, HR recruiting to support them and their efforts, and we keep very small client portfolios due to the infrastructure. Tom for instance oversees 15 clients in his portfolio. If we grow nationally, we add another branch manager. We don't try to cram under him because he needs to be responsible and available to you as the client. That is our approach. If there is an issue at 2:00 a.m. at one of your gates and management insight is required, he needs to be here. We have established ourselves as an organization with a structure that allows for that. Outside of that, the proper tools. Like I said, we haven't grown through acquisition, but we have made acquisitions not just of other security firms, we have grown through the support.

A year and a half ago we purchased Diebold Electronics. They handle nationally and internationally a lot of the bank equipment, the ATM industry, and we purchased them for the tech support. So we are now the third largest integrator even though that is not our core focus, but it allows us to support your needs in the community at your gates and with the roving positions with the proper tools and support to make us transparent and accountable to you all. I know I have spoken about this a little bit in our casual meetings in the past, but one thing I utilize as a provider for a community is our Securitas platform, which I think is vital to make sure we do our part and we don't become complacent as a provider. It allows you to see every aspect during the transition we come in and unlike the system where they go around with the wands, that is fine, but that is outdated technology to be frank because they take that and it is just a spreadsheet at the end of the day. Our system utilizes something that most officers these days are familiar with, an android device. Most people know how to operate a smartphone to some level and the ones that don't, we train. So we build upon that. We have a lockdown smart device that they utilize and during the transition we come in and set up a geo-fencing of your community, the clubhouse, the HFC, every aspect that needs to be touched upon during the patrols. That way when the officers arrive and clock in, we see it. When they clock out, we see it. Real-time reporting is done if there is an incident or issue or daily reporting. It is all done real-time. And management, you are able to in real-time from your device or computer at home or in the office, wherever you'd like based upon your needs, see exactly what is happening with that mobile patrol, the last point that they have touched, the last thing they have done. You are able to check and see the curriculum for ongoing training. We have a system that houses over 2,000 modules so we sit down and review those and create a curriculum path. Obviously hospitality being the most important so the first people your visitors, you as residents see everything, so you should be welcomed with a smile and a wave. It should be based again on what your needs are properly vetted for your visitors. You should know who is coming in here. I know it is a public roadway, but there are ways we handle that. You still have the right to know who is entering. You can't impede their access, but you have the right as a Board to know

who is here. So we utilize the proper tools to make sure that is handled. I want to turn it over to the operations side and let my AVP as well as my HR Manager to speak a little bit briefly on some of our processes.

Mr. Flint: You have two and a half minutes left.

Mr. Peters: Okay.

Mr. Lopez: The important thing about Securitas, and I have been with the company for over 20 years, whether it was in New York, Connecticut, and here in Florida, and the processes are the same. The great thing about our company is there really is a career path for our employees. I am a perfect example. I am a city boy, but living in the city, I could only do that for so long. So when I started a family, I moved to Connecticut. Then I couldn't take the winters anymore, so I came down here to Florida and it was really because of the company that gave me the opportunity. I didn't have to start over from scratch. I came down here and the great thing is, and this is something I tell a lot of customers, we are like Dunkin Donuts. Wherever you go, we are there, and everything is the same. That is the same thing with us. We have a great process in place. Our branch managers oversee 15 clients and they are here managing the account and supporting the customers and they support the employees that are here.

Ms. Bacchus: Good afternoon, everybody. Thank you for giving us the opportunity to come speak with you, first and foremost. My job is to make sure there is a seamless transition of the team you have currently and those who will be coming with you. We make sure the background check is thoroughly done, their employment verification is complete, and all the uniforms are provided to the officers free of charge. We have available uniforms if and when they need them. One of the biggest things is that everyone that works for us is legally authorized to work in the U. S. We have a process in place that I am sure some of the professionals here know about that program, and we take pride and are very careful in the screening of all the individuals who provide service are authorized. We are very thorough with the whole process because we can't afford for any situations to arise in our communities. Does anyone have questions they would like to ask as far as the hiring process that I can answer for you?

Mr. Flint: Are you done with your presentation? If not, we will do questions after.

Mr. Peters: We entered the U.S. market in 1999 by acquisition of Burns International. We were probably the two longest standing well-known names in the security world and we believe and it has been our process ever since establishing our initial flow, to grow strictly through organic growth versus acquisition of companies that are misaligned and have clients that are all over the board in different industries. We know exactly who we are and exactly what our game plan is. We know how to support ourselves, our officers, and our clients, and that is why we have the nation's highest retention rate for officers, which is unheard of, of 76% nationally. It is why our average employee has been with us as an officer for going on four years, and as a management level employee almost eight years because of true transition process for them to have a career path. This is not a stopgap for them and we want them to feel like they are part of your community, like they are part of the team, not like they are left out on an island, so we support them as such and encourage the community and the client to as well so that way we can all work together and have an effective program here. So that is as far as the formal part of the proposal and now we can answer any questions.

Mr. Stanley Williams: Tom, I am assuming the branch manager is the person who will be overseeing this facility, correct? I would like to hear a little bit about your background, where you came from, how you have progressed with the company, and just some background on you.

Mr. Bresnyan: Okay. I would definitely be the face of Securitas here. I started at the company about six years ago. I started in Tampa, worked out of that office for about four years and most recently transferred to the Lakeland branch here. I started off as a branch manager. Prior to that, my experience was in the restaurant industry. I worked as a district manager with several fast food companies. My focus there was security and customer service. A lot of those skill sets transfer over to the security industry. I worked with KFC for about 18 years, then came over to Securitas and worked out of the Tampa office and worked for several gated communities there. I had about seven under my portfolio. Then I transferred to the Lakeland office. The demographics and the clientele

is a little bit different in the Lakeland area, but still customer service and access control are key things that are important in a gated community like Lake Ashton.

Mr. Murphey: I have a question on pricing. On the RFP we sent out, there is a pricing form in here, but the copy I got, the part about designated for a special events security officer was missing. And you also have pricing on the next page of \$81,000 for each. What is the total cost you are proposing for the two CDDs together?

Mr. Peters: So the two annual spans are broken out that way because of the need for separate contracts as outlined in the RFP. The page prior, that is only done that way because there is no way for us to truly know what the annual spend will be without knowing how many events. I know there is an assumption based on six hours.

Mr. Murphey: I understand that, but I am not sure how you come up with that, and again, I was looking at your page and you came out with the same for both Lake Ashton I and Lake Ashton II, but Lake Ashton I has an added perimeter with the pool, the guard, and special events.

Mr. Peters: To clarify that, the investment proposal page for what we consider and call permanent business, meaning anything that is done for pool coverage seasonally, as well as event coverage, is not on that page.

Mr. Flint: So the difference between the two is going to be the pool attendant that you would need to provide a price for that.

Mr. Mecsecs: Are you saying that if we have a pool officer or a special events officer they will be paid the same basic rate as a basic security officer?

Mr. Peters: In regards to your event coverage?

Mr. Mecsecs: Yes. Or the pool.

Mr. Peters: The wages are determined based on the skill set and the need of the officer and what they are doing in a specific position. What we would charge you would be as it is outlined there.

Mr. Flint: The \$13.83 is a blended rate, right? That is a blended rate of supervisor and patrol and on the other page, it shows a separate supervisor rate and a patrol rate, which blend to the number on there.

Mr. Stan Williams: I have another question about the pricing page. I know the gate access requirement is 24 hours a day, 7 days a week, which comes out to be around 168 hours. What I see here is your access patrol officer is 128 hours and then there is 40 hours for your supervisor. So your supervisor is also an access control officer?

Mr. Peters: Correct. It is the same structure as you have now. Your supervisor makes up that 24/7 around the clock at each of the gates. We typically would apply him whenever your most active session is, whether it is first shift or second shift. That is something we look at during transition and will obviously work with the Boards on. You want your supervisor to take care of the majority of the issues that arise and overseeing and managing the rest of the staff in conjunction with our branch management.

Mr. Stan Williams: So there will be a different supervisor during the day and evening I assume?

Mr. Peters: You have one officer out there at any given time.

Ms. Van Sickle: As you saw in our RFP, we are extremely concerned about officer oversight supervision. Would you please elaborate on your strategy to provide an effective and efficient managerial oversight and supervision?

Mr. Peters: Certainly. Everything in this regard trickles down from our AVP to the branch manager, so I am going to turn it over to them to let them speak of the operational aspect of it.

Mr. Bresnyan: When it comes to oversight, my responsibility and accountability would be for this account and when it comes to the transition, face-to-face meetings with the point-of-contact here, whoever that might be for each of the CDDs. Normally when a contract first starts, I am out here pretty much every single day making sure that everything is going perfect. I am always available. As Mike said earlier, I am available 24/7 and if there are any issues or concerns we have a site supervisor out here who would handle the day-to-day contact with the point-of-contact here, but that point-of-contact would also have my phone number and I will be here once a week or often as possible and as often as needed to make sure things are going well.

Ms. Van Sickle: The second question, we have some people here who are very good. I am very pleased with our current site supervisor. What would you do to make sure that we keep the people we want to keep and upgrade the ones that need work?

Mr. Bresnyan: There is a process for keeping the ones you currently have. Our HR will handle that and I will handle that as well as we can, but when it comes to jobs that you currently have, we will speak with the point-of-contact here to find out how many of those would like to come on board. We certainly would like to have them come on board. They will have to go through our security application process and if they meet our criteria then they can come work for us. We also want to make sure that when it comes time to go through the orientation process with them that we can congregate and meet them out here on property here to make that easier rather than coming into the office. That kind of streamlines that process. We would love to keep everyone that is currently here as long as Lake Ashton is pleased with them. Any time you have a gated community or any other client, the officers who are there already know everyone and they are performing well, you certainly want to keep them because that is a lot of knowledge to be lost. So you certainly want to not only keep the knowledge you have, but also increase the knowledge through the different training we have available through the management system, as well. Maybe they are doing some things they can do better. We certainly will work with them hand-in-hand to improve their skill set.

Mr. Peters: And just to build upon that a little bit, again, it goes back to our background. Really, we pride ourselves operationally as a collective company even nationally in transition processes where organization and structure shines. Nine out of every ten new clients, and me being in business development, I can tell you this, last year alone we transferred over \$500 million worth of annual business. I, myself, recently working with Tom handled a logistics side, which I know is not a community, but it is access control in its highest form. You may be familiar on some level with Saddle Creek logistic headquarters in Lakeland, we took over that site, not because of an officer issue, but because of a management issue they were seeing from their current provider. We kept 11 of their 12 officers. Officers like to come to work for us because of the back-end

bonus of \$1,700 for every officer who comes to work for us and everything we do in the training and the benefits they receive. They receive five free uniforms. It is important that they look proper out there and they don't look ragged. You have to think from the perspective that if you someone who is making \$9.00 to \$10.00 an hour and you have a company, which most do this, that charges them for their uniforms, say \$250 to receive three shirts, they are going to wear them until they fall off or until somebody complains enough or has an issue enough that it is addressed. They are a brand for us because they are the first point-of-contact for you as a community. It is important that they look proper and look the part. Scholarships, life insurance, compliant ACA healthcare, we have rewards trips for select individuals in different regions that excel in what they do where we send officers off to other countries to learn about specialty programs. Something we have done even through Pinkerton. So they like to come to work for us. I have had officers come to work for us for less money because of the backend benefits and they actually receive more value. Our approach and our proposal, and I know based on who else are our peers out here, whether it be the incumbent or the others invited to this process, we don't believe in shortcuts. We believe in making sure that the officers receive a proper living wage, as much as possibly can be done within budget constraints. Part of our proposal is aligning it to make sure the wages are within market data for what is available now, which helps with the retention process. If you are outside of that line, you are going to see officers coming and going, 30, 60, 90 days, every six months. It is impossible to retain someone when the company down the street is paying current wages and a client may not be. So that is important to us. We want them to grow with us, we want to make sure they are taken care of, that they are supported, and ultimately having spoken offhandedly and indirectly with your officers, I don't think there would be any issue with bringing on anyone you might want to keep. Sorry for the longwinded speech.

Ms. Pontious: Are there any other questions? All right. Thank you, Mr. Peters and crew for coming today and presenting such a fine proposal.

Mr. Flint: Just for introductions, we have two community development districts here and they are each governed by five Board members. So we have the five Board

members from the Lake Ashton II CDD and Mr. Robertson is the Chairman for them, and you have the five Board members from the Lake Ashton CDD with Ms. Pontious as the Chair. The Lake Ashton CDD is in the City of Lake Wales, and the Lake Ashton II CDD is in the City of Winter Haven. The way we are doing it, we are asking each proposer to make a brief presentation and limit it to no more than 15 minutes and then the Boards may have some follow-up questions for you after you are done with your presentation. And here is the microphone for you if you wouldn't mind using it please.

Ms. West: Okay. Good afternoon. I am Leah West with United Protective Security Services. Am I allowed to give out a brochure about our company?

Mr. Flint: Yes, I will hand that out for you.

Ms. West: Thank you, sir. Again, I am Leah West from United Protective Security Service. I am the CEO and President. To my right is Lawrence West. He is the Chief Operating Officer, and we are United Protective Security and we are located right here in downtown Winter Haven. We were established and incorporated in 2011. We come from a background of both executive leadership, public relations, and security and police background. Our company is in downtown Winter Haven and we provide both armed and unarmed security services. We are delighted to be here so thank you for giving us an opportunity to present our proposal and for the Board's interest.

Mr. West: My name is Lawrence West, and as my wife indicated, we are here to present today, and we want say thank you all for allowing us to come out and present. I will give you a little background about myself and our board members who are not with us today. One of our board members is a retired FBI agent for over 30 years. He has expertise in the field of security and other law enforcement entities. One good thing about him is that he is a resident of Lake Ashton. He lives here. We felt that was a plus and would help us because he is able to give us insight. We know a lot of things here, and we have been learning from him. The second board member has over 30 years with the Polk County Sheriff's Office and investigation and patrol. The third board member is a community development individual. He runs all of the community development in the northeast Polk County and the town of Davenport, Florida. The third one is a small

business owner that actually assists us just from a financial backing. And of course you have my wife and me. Now I come from law enforcement. I am a 22 year veteran of a local law enforcement agency. I am retired, I know you will say you look too young to be retired, but I am a graduate of the FBI National Academy. I am a certified licensed teacher instructed to teach all of the security officers in this area. About 90% of them come through me to get trained to work. I teach a lot of these officers that you see out there in your community. My wife is a certified AED CPR instructor. She teaches that and we have a training academy as well as security agency where we teach remedial courses to officers who come back through remedial training and we also teach officers that need retraining. Like I said we do probably 90% of the training here in Polk County. We know security, we have done this here, and are based here. All of our officers are trained. We don't call our security officers security guards. We call them courtesy officers because what we want to do and what we teach in our class is that all of our officers that work for us need to be courtesy officers. They need to go out and treat folks as if that was your mom, your son, brother, sister, and be nice to them. That goes a long way. We are here to present and will answer any questions, but when you get United Protective Services, you are getting a professional law enforcement background board and officers that are trained by professional experts.

Ms. West: I just want to talk to you a little bit about the training before we forget. In 2011 when United Protective Security was launched, we merged our talents. Again, I hailed from a background in customer service, public relations, and marketing. What I have done every year is I have taken extensive leadership classes, I also graduated from Harvard Business School in Boston, and I have also taken classes at the University of Florida. These are leadership classes, program management, process management, etc. Lawrence has 22 years in law enforcement experience and he has 10 years in security so we merged our talents together to create this organization. We are passionate about training, and I will add that I am also a former teacher. I have taught private classes and other training because the basis of every industry relies on the training. No successful company can be successful without having a strong foundation in which their employees

are able to learn and grow. So we had two small business units, one is the training program where we train these officers, and retrain them, and the other is the security officer program where we actually hire. We started with a goal in mind to home-grow our own cabinet so we could have the best, brightest and elite. We were able to identify strengths and weaknesses in working with these individuals through training and being able to say where we will be best fit in terms of what posts they are assigned and they will be based on. So I just want to reiterate that we are passionate about education and training, and we believe that is the very foundation and basis of any strong organization and without that, the organizations have a tendency to collapse. So we continually train our officers. Like Lawrence said, I am CPR and first aid AED certified. We both are Class D licensed. He is Class DG concealed and has several other licenses. He and I are both passionate about making a difference with involving the community. We participate in events such as domestic violence partnerships to prevent that. I personally have had an experience with my sister being a victim of domestic violence so I am passionate about security and protection observation. That is one of the many focuses we teach our security officers, observation, because they are eyes and ears. They are not the police, but as Lawrence said, they are courtesy officers, always erring on the side of hospitality, getting an understanding and being observant. That is the main basic foundation of the success of security officers to know they are not the police, to observe and report, to establish a rapport with the community, and be observant, courteous and professional at all times. I am sorry I keep going on. Do you have any questions?

Ms. Van Sickle: What experience do you have that will help you with a gated community with public roads? How would you manage that?

Mr. West: I am sorry, what was the question again?

Ms. Van Sickle: What is your experience that would prepare you for a gated community with public roads? I didn't see a lot of gated communities on your client list.

Mr. West: We have experience with a gated community with public roads, and with a gated community and private roads. We know the difference that a gated community with public roads that has law enforcement access and there is a speed limit

that needs to be enforced in a gated community with a CDD and public roads, if there are speeders then you notify your local authorities to handle all of your speeders. Security officers do not try to enforce speeding laws. We encourage all of our officers to educate an individual so that when they come to a gated community, the first and foremost thing they do is educate them on the speed limit of the community. If you have speed violators, what we have done is we partner with local law enforcement agencies. I am friends with almost every agency here in Polk County, and if we have a problem with speeders, we will educate the community. So we have that law enforcement agency come out, they will put out a speed trailer, and the speed trailer will tell you your speed to educate them. Once you educate the person, then you come out and give them a citation next time. And if they are still violating the law, now it is time to take enforcement. So we strongly believe in educating then enforcing. We have a lot of experience in working in gated communities.

Mr. Mecsics: Again, for the folks, we share some things. She was up in Cambridge like I was and he went to the FBI Academy a lot later than I did because I went right out of grade school. The question I have for you is one of the biggest concerns we have here is officer turnover, as well as coverage and capability. So at 8:30 a.m. when somebody calls in and says they are not going to be able to make it, too often we have seen well can you keep an extra shift and some of the officers have at times been overly fatigued working those kinds of hours. What is your strategy for reach backs in case we have issues like a flu outbreak or what have you that you can still assure us the coverage of the posts?

Mr. West: That is a great question and we have actually experienced that. I will give you a couple examples of how we handled that situation. Our company always has at least three officers on standby. Believe it or not, we pay them for being on standby because in case of emergency, you never know what could happen in the middle of the night. Some family members could get sick, anything could happen. It could happen to anyone sitting in this room today.

Ms. West: It is not a full 40 hours, but we stipend them to be on call.

Mr. West: For the inconvenience of being on call because they can't go out and do something, but if something happens, we pick up the phone and give them a call. That is a strategy that we use and it has been working great for our company. I can give you another scenario. Even though we have our on call guys covering other sides, one Christmas Day it happened during the night hours. My wife is certified licensed Class D security officer. I am a certified licensed Class D security officer. We realize that security work is not 8:00 a.m. to 5:00 p.m. and it is not 10:00 a.m. to 6:00 p.m. It is 24 hours a day, seven days a week. So we are part of the security team. When we put a team in place, we are just as part of that community and team as anyone. So we are vested in our security officers and our company. If that occurs, a lot of time, like that time on Christmas Day, my wife and I dropped what we were doing, and we went and held a post. You know why we did that? It is because we realized that shift had to be covered. It was an emergency. We don't tell an officer, we know you aren't sick, you are just making it up so you don't have to work on Christmas. We don't know. We are not there. Sickness can come at any time. That is a great question. We have officers on standby that we pay a stipend for to keep them on standby and they are ready to come in, in case a situation arises of that nature. And my wife and I also stand ready to come in if that occurs, as well. We are licensed security officers and we are on the ground. We will get our hands dirty, our elbows, everything.

Mr. Ference: Did you list the gated communities in Polk County that you serve? Did you mention that or did I miss that? What gated communities do you have now under your jurisdiction that you service?

Mr. West: At this particular time, we don't have any gated communities. We have had clients in gated communities in the past, but we don't have any right now.

Ms. West: We have worked for other companies in gated communities, but United Protective Services has not worked in gated communities as a company. However, I have experience working in a gated community. Does that answer your question better?

Mr. Ference: Yes, it did. Thank you.

Ms. Pontious: Any further questions? We thank you both for coming and giving us a presentation and we will let you know when our decision is made.

Ms. West: Thank you all so much for your time. We really appreciate it. Nice meeting all of you. Thank you.

Mr. Flint: The process of us thinking, and this is what I relayed to the proposers is that if there were any follow-up questions for any of the proposers, if there is a question you didn't ask and you feel like you have to ask it to make a decision, we would have that opportunity now. If there aren't any follow-up questions, then what I would do is let the proposers know that we will be back in touch with them tomorrow with a decision. That way you are free to deliberate and rank and review based on the information that you have. So at this point, are there any follow-up questions for anybody? Hearing none, so we can let the proposers know they can leave and we will be in touch with them.

Ms. Pontious: All right. We have a personal ranking sheet that we have done. George has provided us with a financial ranking sheet. Tricia provided us with some checks on references. We have the proposals, we have the presentations. So shall we start by elimination? Will that help?

Mr. Flint: Actually, what we need to do, and I know it is tedious, but you all were provided with a ranking sheet. Probably the easiest way to do it, although it is going to be tedious, is that each Board member would provide me with their rankings, then I would tally those and then both Boards would have to make a decision. What I could do is take the ranking sheets, tally them, provide everyone with a summary of the rankings, and then we will need to have a discussion.

Mr. Stan Williams: I didn't use yours. I used Jim's.

Mr. Flint: That is fine because it is the same criteria. For the record, we are going to need the sheets.

Mr. Ference: Would it be out-of-order to make a recommendation to one of those four and see how the voting would go? Why do we have to be so cumbersome?

Mr. Flint: An alternative to that is if a Board member or more than one Board member has filled out this sheet, you can come up with a consensus ranking if you agree

with the rankings, but the Boards are going to have to rank them based on a criteria that are in the RFP. It doesn't mean that every one of you have to fill this out. If one of you have filled it out and the other four Board members are in agreement with the rankings, you could adopt that as your consensus ranking.

Mr. d'Adesky: I will just remind the Supervisors that it is a public bid process so we are subject to certain requirements, such as a potential bid protest. It is something we have used in the past to avoid these issues so we usually recommend you to follow this to avoid that. Otherwise we would have to hold a hearing, delay the contracting process, etc. So it is just something to think about.

Mr. Ference: Say no more.

Mr. Flint: And if you do hand me a scoring sheet, if you could put your name on it so I know which is which Board. Is it okay with everyone if we take a brief recess? Like a five minute break? Okay.

Ms. Pontious: We will take a five minute break for the tally and then resume.

The record will reflect that a brief recess was taken at this time.

Mr. Flint: The cumbersome thing we have to deal with here is that even though this is a joint meeting, each Board is going to have to vote separately on the rankings. Lake Ashton II on the tally, four of the five Board members ranked Securitas as #1 and four of the five Board members ranked Community Watch as #2. So it is apparent from the rankings that Securitas is #1, Community Watch is #2, United Protective Services is #3, and Allied Universal is #4. So based on the ranking sheets I was provided and the scoring that was given, that is the order that appears. So it is pretty clear what your ranking is on that and you all had Allied ranked fourth. Does the Lake Ashton II Board want to go to the Lake Ashton Board and then we will come back and Lake Ashton II can vote and Lake Ashton I can vote? Does Lake Ashton II want to wait for the Lake Ashton I discussion before you take action? Okay. So the Lake Ashton I rankings, three of the five had Securitas as #1 and Community Watch as #2, but two had them as #1 and two had them #2, and one had them as #3. So you have a 3-2 split on the #1. It looks like

Securitas would be #1, Community Watch would be #2, Allied Universal would be #3, and United Protective Services as #4. So unless the Boards want to talk further about it, since you have a split 3-2, if you want to discuss the scorings, you have an opportunity to revise those, both Boards. If you are comfortable with a consensus ranking, then motions by each Board to adopt the rankings would be in order.

Mr. Deane: I think we need to discuss it a little bit. I understand why mostly everybody voted for Securitas as #1, but I would rather have a smaller company instead of Securitas because of the fact that a smaller company is more local and we may be able to get more out of them than we would with Securitas who is set in their ways and worldwide. I know I ranked them #1, but that is my opinion.

Ms. Van Sickle: I agree with Borden. We had two very good companies and two that were not so much. I prefer to go with the smaller company. Gated communities is what they do. That is their only focus, they are not diversified in other areas. We had the CEO here. I think they would be very attentive. They have worked with GMS before and have that background. I think they are a better fit.

Mr. Deane: I think we should just make a motion to adopt the rankings.

Mr. Deane moved to accept the rankings as follows: 1) Securitas; 2) Community Watch Solutions; 3) United Protection Services; and 4) Allied Universal and Mr. Ference seconded the motion.

Mr. Flint: So we have a motion to adopt the rankings which would have Securitas as #1, Community Watch as #2, Allied #3, and United Protective as #4. Any discussion?

Ms. Van Sickle: Since Borden appeared to have ranked one way and is interested in another way, I think we need to hear from him which way he is going to go.

Mr. Deane: I will change my rankings. Simple as that. I will put Community as #1 and Securitas as #2, but they will still come out the same way probably.

Mr. Flint: Your ranking is you have Securitas as #1 and Community Watch as #2. If you switched it, it would go from a 3-2 one way to a 3-2 the other way. So that is something for discussion.

Mr. Deane: Then I would like to switch it then. Community Watch as #1 and Securitas as #2.

Mr. Flint: We have a motion on the table to adopt the rankings that were provided and a second, which has Securitas as #1. If the maker of the motion and the seconder, you can withdraw the motion. Otherwise we need to vote on the motion.

Mr. Ference: I choose not to withdraw the motion.

Mr. Flint: I think we need to act on the motion. And then you can reconsider.

Mr. d'Adesky: Yes, being yes for Securitas, no being no.

ON VOICE VOTE with Mr. Ference and Mr. Costello voting aye and Mr. Deane, Ms. Van Sickle, and Ms. Pontious voting nay the prior motion failed 2-3.

Mr. Flint: More nays than ayes so the motion fails.

Mr. Deane moved to accept Community Watch Services as the new security firm and Ms. Van Sickle seconded the motion.

Mr. Flint: And just for the audience, we are not required to follow Robert's Rules of Order. Anyone can make the motion.

Ms. Pontious: Are we making the assumption we are doing this independently?

Mr. d'Adesky: Yes, you have to.

Mr. Flint: So we have a motion by Borden and a second by Brenda to amend the rankings to have Community Watch as #1, Securitas as #2. Is that correct? The other rankings would remain the same with Allied #3 and United Protective Services #4.

ON VOICE VOTE with Mr. Deane, Ms. Van Sickle, and Ms. Pontious voting aye and Mr. Ference and Mr. Costello voting nay, the prior motion was approved and passed 3-2.

Mr. Flint: The motion passed 3-2 with Mr. Ference and Mr. Costello in opposition. Now we will get to Lake Ashton II. We announced the rankings based on the ranking sheets with Securitas as #1, Community Watch Solutions as #2, United Protective

Services as #3 and Allied as #4. Any discussion on the rankings? If either Chair wants to take over running the meeting, let me know, but it is difficult with two Boards so that is why I kind of have been running things.

Mr. Mecsecs: Discussion for all of us. I was pulling for the smaller companies because I have been there, but I also recognize that if we have an issue where we don't have what we need for our community, I don't want to be in trouble. So that is why I evaluated by size and financial stability. Two of the companies are much smaller. All they have to do is lose one or two of those contracts and they are gone. I see that many times over because they are good people.

Mr. Mecsecs moved to accept the rankings as follows: 1) Securitas; 2) Community Watch Solutions; 3) United Protection Services; and 4) Allied Universal and Mr. Murphey seconded the motion.

Mr. Flint: So we have a motion by Jim, second by Dan. Any further discussion?

ON VOICE VOTE with all in favor the prior motion was approved and passed 5-0.

Mr. Flint: Motion passes unanimously. Just for discussion, the document contemplated that each Board could make their own decision and each Board can enter into their own contracts. Obviously one of the main issues here is the roving patrol. One of the goals in doing a joint process is that we would be able to share the cost of the roving patrol and have the benefit of 24 hour coverage, but each community would only have to pay 12 hours. So each community will have to deal with that issue as to whether you want to continue at 24 hours and there is a cost obviously. There is going to be a cost increase associated with that or if each community wants to do something less than 24 but more than 12 or keep it at 12. That was the critical sharing point. The other thing is obviously it would be nice to have the same company at each gate to have that uniformity and that communication, but we will deal with whatever decisions the Boards have made and make it work. Normally as part of that motion and ranking you would authorize because the form of the contract is in your bid document, you can actually authorize the

Chair to sign that contract with the provider. It doesn't require another meeting to have that contract come back. The only complicating factor is this roving patrol issue. I know that Lake Ashton has another meeting coming up. They may have to talk about that contract. I don't know how Lake Ashton II wants to handle that issue, though.

Mr. Murphey: I have a question, George. Possibly we might need to go back to these companies to see if they are interested in only doing half the community. They submitted their proposals for the whole community and they may not want to deal with just half of us.

Mr. d'Adesky: Through the RFP process, we actually don't have to go back. If any bidder declines, it automatically defaults to the one below them in the rankings. So let's say for example that Securitas declined, the RFP process through our procedures which were approved by the Board would default to #2. So if they declined to take half the community, it would default to the #2 ranking and vice versa applies for Lake Ashton as you have the exact same rules of procedure.

Mr. Mecsecs: As for the roving patrol, you know my thoughts as far as the future. As you look outside, there is going to be a time where we may need more than one patrol. I held off on that until the annual budget can be looked at appropriately, but I think it might come to a point and time where we will have two separate patrols, but it doesn't mean they can't talk to each other. I was hoping we could have just one company, but I respect everybody's opinions as far as the smaller businesses. If this is how it is going to be we will have to work out the patrol if that is the case. I don't want anybody to be shorted on either side. We will work with the two separate companies if we have to.

Mr. Robertson: If we have two different companies, who runs the common patrol? We just have two separate patrols now?

Mr. Mecsecs: What we have now and were supposed to have, was the roving patrol would go between our two sites equally. I stressed to make sure that was understood because a lot more time was spent on one contract's side than the other and that is just not acceptable. We can work that out, but it will be a little more work to make those things happen. In this case, one set of the patrol shift will be Securitas and one

would be the smaller company. Eventually this community is going to be way too big and we will need more. I want the patrols to truly patrol the community.

Mr. Deane: The patrols here now aren't doing the whole community as it is now because it is too large. They are just not doing it.

Ms. Van Sickle: We need to look at the expense because we are expecting a lot of coverage. I would like to see our Board consider that for our budget. Even if it isn't 24 hours, maybe three quarters of the time.

Ms. Pontious: Ideally do you see this working with one roving patrol and one site supervisor being that same person?

Mr. Mecsecs: No. Experience is that when you tell someone to get something done, it doesn't always get done. My feeling is that both sides need to get the interest that they want and I am not trying to knock anybody or anything, but as I tell folks all the time, I love Lake Ashton, but we are paying 50% for the patrol and you guys are paying 50% for that patrol and they are definitely not on our side 50% of the time. The way this is going to be set up with two separate companies and two separate patrols. Otherwise it will be a difficult working relationship from a professional standpoint.

Mr. Robertson: Having patrols of one company applying to another company. That is almost unorthodox.

Mr. Mecsecs: It is going to definitely be a factor. When we first did this, everyone had their own control. We had the developer controlling the contracts and they had it negotiated that way. That's why it would've been better to have come to a consensus and still have one company provide the services. And again, I respect all of your opinions. If I was a dirty man, which I am not, I know one Supervisor on our Board who will bring up at our next meeting for authorization for one full-time patrol. What is more important? Your safety versus some money we have now? We have two different companies, so be it, but the roving part we will need to determine that. And again, I am not knocking anyone, but if you looked at the proposals, many of them didn't have a transition plan. Securitas had a transition plan at no cost to us. Again, it will be difficult, but until the end of the year, we will be working together, and I will remain personally

involved if you want me to. I want to thank everyone for letting me have a good time with this. It was truly fun for me and I hope so for everyone else, too.

Ms. Van Sickle: I would like to thank Jim for all of the excellent work he did and handling this for us.

Mr. Flint: Just to make sure we close all of the loops, each Board is going to need to make a motion or it can be a combined motion, but the motion needs to direct staff to send a letter to the current provider, terminating the agreement and giving them the proper notice. We would want to send that letter after the bid protest period ends, which there is a certain number of days. We send a letter out and they have a certain number of days to provide us the notice of intent. So we would want to get past that initial bid protest and send out a letter to the current provider based on the contract, and then as part of that motion each Board will need to authorize the Chairman or Vice Chairman to execute an agreement with the new provider. Do I have a motion from anyone from Lake Ashton II at this time?

ON MOTION by Mr. Robertson seconded by Ms. Wright with all in favor once the bid protest period expired, staff was authorized to send a letter terminating the existing security contract per the notice in the contract; and the Chair or Vice Chair was authorized to execute an agreement with the new service provider.

Mr. Flint: Then with Lake Ashton I, the same motion?

ON MOTION by Mr. Deane seconded by Ms. Van Sickle with all in favor once the bid protest period expired, staff was authorized to send a letter terminating the existing security contract per the notice in the contract; and the Chair or Vice Chair was authorized to execute an agreement with the new service provider.

Mr. Flint: Both motions pass unanimously. I will turn things back over to the Chair at this time.

Ms. Pontious: Do we have any other items for discussion?

Mr. Flint: We have general audience comments on the agenda, but I don't know that you are obligated to take comments. You took comments before you took action so it is up to the Boards whether or not you want to open the floor back up at this point for any further comments.

**FOURTH ORDER OF BUSINESS Supervisors Requests and
General Audience Comments**

Ms. Pontious: Are there any further comments?

Mr. Alex Vogt: I sat through this meeting, all of the discussion and presentations, and I have been involved with quite a few RFPs and ratings in the past. My only concern here is that I have never seen a rating change after it was announced publicly. So effectively your first rating is an official rating and I think you are opening yourself to a bid protest by the first #1 that you rated because you really awarded it to #2 and I think you have a concern there and you ought to be aware of that.

Ms. Kate Dellis: I wanted to address the #8 conduct for public meetings. I noticed when Ms. Gordon went very briefly over the time she was corrected and stopped. There was a small murmur of surprise. Nothing I found unacceptable. It certainly wasn't anything like a town hall meeting. I understand that it is important to have respect and I really felt the audience did and I felt there was no need for the very loud, angry disruption. I don't think that is how you address adults. I don't think we deserve that and I would like to say it is important that people in authority act to deescalate rather than escalate an issue. Thank you.

A resident: I am from the Lake Wales side and I have a question for my CDD people. We are a growing community. We need a company that is accomplished and I don't care if it is international, national, or local, but if they are proven. You didn't really look at it well. If we are growing and something happens, how do we know the company you picked is going to have somebody on the job? That is one of the problems we have right now. But with the other firm, we know they have the financial backing and the people backing. For somebody to say they are not a local company, they are right here in Mulberry. That is local. I think you are going to be looking at this all over again next

year and you are probably going to wind up going with the other firm anyhow so you could save yourselves a lot of problems and do the right job this time.

Mr. Ference: Andrew, while the next person is coming up, can I ask you to address the observation that was made by the first speaker, regarding the legality?

Mr. d'Adesky: No, I cannot comment on that at all.

Mr. Flint: Even from a legal perspective, I can tell you it is very typical for Boards to rank firm and provide those rankings, and then have a discussion about those rankings. Information may be brought to light during that discussion that would cause a Board member to change their rankings so I don't see that as an issue and since both companies are getting a piece of the contract, I think the likelihood of a bid protest is very remote.

A resident: I just need to say one thing regarding the need, and we do have a dire need for these public meetings to be conducted with some sort of civility and I do applaud our Boards for incorporating the Roberts Rules of Order because the last meeting that we had, there are no words. There was such disrespect and such anger. We can disagree, but we have to do so civilly. We have to treat our elected officials with some type of respect, even if we don't agree with them, we still have to be respectful. We are all adults. We are all one community, I think. You know we need to all act like adults instead of children with temper tantrums if we don't get our way. There are a lot of people here. We are growing and we are not a tiny little community anymore. Going forward if we don't have rules set in place, our meetings are going to be like that all the time or five hours. Maybe because people weren't expecting that reply to the anger? I was sitting right next to some women who were responding. We can't speak out like that. We have to have decorum and if we don't have decorum, what are we?

A resident: The only thing I want to say is we are one community and I wish that we would meld, including the security system. I think we should have one firm, not separate items. That is what I came up here to say.

FIFTH ORDER OF BUSINESS

Adjournment

February 24, 2017

Lake Ashton & Lake Ashton II CDD

Ms. Pontious: All right. Seeing no additional speakers, we will stand adjourned for this meeting and see you at the next one.

There not being any other business to discuss, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

ADDENDUM TO AQUATIC PLANT MANAGEMENT AGREEMENT

(Pond 11 associated with Lake Ashton II CDD)

THIS ADDENDUM TO AQUATIC PLANT MANAGEMENT AGREEMENT (the "Addendum") is made by and between LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT (herein referred to as the "Customer"), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, and APPLIED AQUATIC MANAGEMENT, INC., a Florida corporation, (herein referred to as "AAM") and forms a part of the "Aquatic Plant Management Agreement" with Lake Ashton II dated ~~January 17, 2017~~ ^{Feb 18} (the "Management Agreement"), as well as the "Terms and Conditions" attached to said Management Agreement (the "Terms and Conditions") (the Management Agreement and the Terms and Conditions shall be referred to collectively herein as the "Agreement"), both attached as Exhibit A, as if originally incorporated therein.

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Agreement to which this Addendum is annexed, the terms and provisions of this Addendum shall take precedence. The parties hereto agree that the following terms, provisions and modifications are incorporated into the Agreement:

1. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees, officers, and agents of AAM or of entities retained by AAM are the sole responsibility of AAM. AAM shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, AAM shall be an independent contractor and not an employee of the Customer. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Customer and AAM. AAM has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the Customer.

2. Compliance with All Laws, Regulations, Rules and Policies.

(a) At all times, AAM is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders.

(b) AAM hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Customer's facilities are located, as said rules, etc. may specifically relate to AAM or its services provided hereunder, at AAM's sole cost and expense, and AAM will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over AAM, unless specifically instructed by the Customer that it intends to contest such orders or requirements and that AAM shall not comply with the same. AAM shall provide immediate notice to the Customer of any such orders or requirements upon receipt of same.

(c) The Customer is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. AAM agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to AAM.

3. Public Records and Ownership of Books and Records. Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is Governmental Management Services (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

- (a) Keep and maintain public records required by District to perform the Construction;
- (b) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- (c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- (d) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (954) 721-8681, OR BY EMAIL AT RHANS@GMSSF.COM OR BY REGULAR MAIL AT 5385 N NOB HILL ROAD, SUNRISE, FLORIDA, 33351, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

4. Alterations to Existing Provision of the Agreement. Section 14 of the Terms and Conditions is hereby deleted in its entirety and replaced with the following provision: "Not less than sixty (60) days, and not more than ninety (90) days, prior to the expiration of the original and any subsequent term(s) of the Agreement, AAM shall notify Customer, in writing, of the upcoming expiration of the Agreement and the proposed price increase (if any) for the upcoming term. If Customer does not notify AAM of its intent to terminate the Agreement prior to the expiration date, the Agreement shall automatically renew for a term equal to its original term, and unless otherwise agreed to in writing by both parties, services provided hereunder shall be continuous."

5. Insurance.

- (a) AAM shall, throughout the performance of its services pursuant to this Agreement, maintain:
 - (i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and Customer from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of AAM's services under this

Agreement or from or out of any act or omission of AAM, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(b) All such insurance required in Paragraph 5(a) shall be with companies and on forms acceptable to Customer and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Customer; the insurance required under paragraph 5(a)(i) shall name the Customer as an additional insured. Certificates of insurance (and copies of all policies, if required by the Customer) shall be furnished to the Customer. In the event of any cancellation or reduction of coverage, AAM shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Customer whatsoever.

6. Sovereign Immunity. Nothing contained herein, or in the Management Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Customer's immunity or limitations on liability beyond any limited waiver granted pursuant to section 766.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. Indemnification. AAM agrees to indemnify, save harmless and defend the Customer, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Customer, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) AAM's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of AAM, its agents, employees or sub-contractors, in the performance of this Agreement.

8. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

9. Termination. Notwithstanding anything to the contrary contained in the Agreement, Customer may terminate the Agreement, with or without just cause, upon thirty (30) days' prior written notice to AAM. In the case of an event of default by AAM, the Customer may terminate the Agreement upon five days' prior written notice.

10. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Polk County, Florida. The parties waive trial by jury and agree to submit to personal jurisdiction and venue in Polk County, Florida.

11. No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12. No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

13. Incorporation. The terms of this Addendum form a part of the Agreement as if originally incorporated therein.

14. Counterparts. This Addendum may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

15. Addendum Shall Prevail. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Agreement to which this Addendum is annexed, the terms and provisions of this Addendum shall take precedence.

[SIGNATURES ON FOLLOWING PAGE]

Addendum to Aquatic Plant Management
Agreement - Lake Ashton II CDD

Executed this 24 day of January, 2017.

CUSTOMER:

LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community
development district

By: _____
Name: [Signature]
Chairman/Vice-Chairman

ATTEST:
By: [Signature]
Secretary/Assistant Secretary

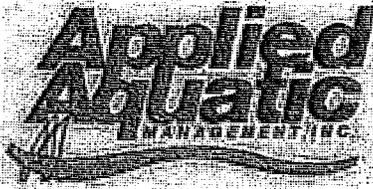
AAM:

APPLIED AQUATIC
MANAGEMENT, INC.
a Florida corporation

By: Wade L. Pharis
Name: WADE L. PHARIS
Title: V.P.

EXHIBIT "A"

MANAGEMENT AGREEMENT AND TERMS AND CONDITIONS



P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: _____ Date: February 16, 2017

Name Lake Ashton CDD II
Address 5385 North Nob Hill Road
City Sunrise, FL 33351
Phone 954-629-8757

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and Signee hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of NA in accordance with the terms and conditions of this Agreement in the following sites:

Pond 11 @ Lake Ashton II
Winter Haven, FL

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|-------------------------------|----------|
| 1. Hand Remove Biomass | Included |
| 2. Grade bank Along Shoreline | Included |
| 3. Install Gravel | Included |

Service Shall Consist Of Removing All Biomass Along Shoreline & Grade Banks.
Install Gravel Bead on Banks.

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

One Time Event Total Cost: \$5,500.00 Due upon invoicing* as billed x 1.

*Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within 7 days, weather permitting, from the date of execution or receipt of the proper permits.
- E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before March 16, 2017
- F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Wade L. Pharis, VP Date: 2/16/2017

Accepted [Signature] Date: 2/21/17
Customer

AAM

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customer's request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.



RECEIVED MAR 15 2017

(800) 408-8882 (863) 533-8882 (863) 534-3322

March 8, 2017

Lake Ashton II CDD
5385 N. Nob Hill Rd.
Sunrise, FL 33351

RE: Aquatic Plant Management Agreement

The present term for aquatic plant maintenance for the ponds associated with Lake Ashton II CDD is due for automatic renewal in April 2017. It is the desire of AAM, Inc., to continue the maintenance program. Per term and condition 14 on the back of your agreement, even if we do not receive a signed copy back your contract will automatically renew.

AAM has decided to waive the 3% increase for this coming year. We also would like to thank you for your loyalty with AAM, Inc.

Please review the proposal. If there are any questions, concerns or need for clarification, do not hesitate to call. If all meets with your approval, sign and return the **FILE COPY** of the agreement to our office.

We look forward to being of continued service. If you have any questions, please contact our office.

Sincerely,

Wade L. Pharis
Vice President

Enclosure



Renewal

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: **March 9, 2017**

Name **Lake Ashton II CDD**
Address **5385 N. Nob Hill Rd.**
City **Sunrise, FL 33351**
Phone **863.875.8704**

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **Lake Ashton II CDD** hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of **12 months** in accordance with the terms and conditions of this Agreement in the following sites:

**Nine (9) ponds associated with Lake Ashton II CDD
Winter Haven, Florida**

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control **Included**
- 2. Emerged vegetation control **Included**
- 3. Floating vegetation control **Included**
- 4. Filamentous algae control **Included**
- 5. Shoreline grass & brush control **Included**

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 4/1/17 thru 3/31/18

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	<u>NA</u>	Due at the start of work	
Maintenance Fee	<u>\$725.00</u>	Due	<u>monthly</u> as billed x 12.
Total Annual Cost	<u>\$8,700.00</u>		

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

D. AAM agrees to commence treatment within **NA** days, weather permitting, from the date of execution or receipt of the proper permits.

E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: **Wade L. Pharis, VP**

Date: **3/9/2017**

Accepted

Date:

AAM

Customer



PO Box 1469
Eagle Lake, FL 33839-1469
Phone: 863.533.8882
Fax: 863.534.3322

Customer Information

To make sure we have the correct information, please fill this out and return to our office.

Affiliation: _____

Contact: _____

Address: _____

Billing Address: _____

Phone # _____

Fax # _____

Email _____

We look forward to being of continued service.

Thank you



863.438.8612
888.579.7100
fax 863.438.0901

29996 Hwy 27
PO Box 869
Lake Hamilton, FL 33851

PROPOSAL

March 6, 2017

Submitted to: Lake Ashton – Mary Bosman
595-1562 mbosman@lakeashton2cdd.com

Regarding: Stop Sign and Speed Limit Sign

Description: Produce and install 2 signs. 3" diameter aluminum fluted post powder coated black, 11' post (2' set in ground, top of sign at 9' from ground). Includes finial and base. Install post in concrete footer and attach sign panel. Placement in normal soil conditions.

Stop Sign – 30" reflective aluminum face, Type III prismatic sheeting with black back

Speed Limit sign – 24" w x 30" h reflective aluminum face with black back

Total \$1,780

Additional Costs: Sales tax

Payment terms: Due within 30 days of receipt

Other terms: Any alteration or deviation from above specifications involving extra cost will be executed only upon written approval, and will become an extra charge over and above the estimate. Once job go-ahead has been given, no refunds apply. This quote is valid for thirty (30) days from the date above.

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date: _____

8 Mar 2017

W. J. [unclear]
4/28/19

SECURITY CONTRACT AGREEMENT
(Lake Ashton II CDD)

THIS SECURITY CONTRACT AGREEMENT ("Agreement") is made and enter into effective as of the 21st day of MARCH, 2017, between LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, FL 32801, and SECURITAS SECURITY SERVICES USA, INC., a Delaware corporation (hereinafter referred to as "Contractor"), whose mailing address is 5925 Imperial Parkway, Mulberry, FL 33860.

WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Security Contract Agreement, the Scope of Work (attached as Exhibit A), Price Sheet (attached as Exhibit B), and Exceptions, (attached as Exhibit C). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

(b) Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The security contract services as described in the Scope of Work, Price Sheet and Exceptions, and incorporated herein by reference.

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit A, Scope of Work
- ii. Exhibit B, Price Sheet
- iii. Exhibit C, Exceptions

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services at 12:01 AM on March 31, 2017, and shall perform the same in accordance with any schedules set

forth in the Agreement, including but not limited to schedules set forth within the Scope of Work.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services - Central Florida, whose mailing address is 135 W. Central Boulevard, Suite 320, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION AND PAYMENTS.

(a) In exchange for the Scope of Work described in Exhibit A, as determined by the District in its reasonable discretion, the District shall pay Contractor as described in the Price Sheet, attached as Exhibit B. Annual payments, as noted in Exhibit B, shall be payable to Contractor by the District in equal monthly payments.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for special services or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor.

(d) **Expanded Patrol Option:** The District shall have the option to request an expansion of patrol hours to one-hundred and sixty eight (168) hours per week (the "Patrol Expansion Option") by submitting a written request to the Contractor requesting the exercise of Patrol Expansion Option. Securitas shall implement the Patrol Expansion Option within thirty (30) days from receipt of such written notice. The District shall pay Contractor for the additional

hours under the Patrol Expansion Option at the hourly rate for a patrol officer as noted in the Price Sheet.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (v) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

(e) Contractor will seek express written approval from the District for any material or equipment to be invoiced to the District in excess of two-hundred dollars (\$200.00).

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is Governmental Management Services (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform the Construction;

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524 X 103, OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 135 W. CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum
Lake Ashton II Community Development District
Security Contract Agreement

limits of \$2,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, District's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for Extra Services performed pursuant to Articles 5, through the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. District desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending upon completion of the Services or three (3) years from the Effective Date, whichever is earliest (the "Initial Termination Date").

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT
135 W. Central Boulevard, Suite 320
Orlando, FL 32801
Attn: George Flint, District Manager

With copy to: Latham, Shuker, Eden & Beaudine LLP
111 N. Magnolia Ave, Suite 1400
Orlando, FL 32801
Attn: Andrew d'Adesky, Esq., District Counsel

If to Contractor: Securitas Security Services USA, Inc.
5925 Imperial Parkway
Mulberry, FL 33860

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN POLK COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

28. MODIFICATION TO EXCEPTION. The Exceptions, attached as Exhibit C, shall be modified as follows: Exception Number 4 shall replace the phrase "30 days" with "60 days".

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**SIGNATURE PAGE TO
SECURITY CONTRACT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

DISTRICT:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

WITNESSES:

Karen Van Kirk
Print: Karen Van Kirk

Print: _____

By: [Signature]

Vice Chairman, Board of Supervisors

CONTRACTOR:

**SECURITAS SECURITY SERVICES
USA, INC., a Delaware Corporation**

WITNESSES:

Karen Van Kirk
Print: Karen Van Kirk

Print: _____

By: Thomas M Bryan

Print: Thomas M Bryan

Title: Branch Mgr

gjm Notwithstanding anything to the contrary, in this Security Contract Agreement, in the event of any difference between (i) the conditions in the Security Contract Agreement, including any terms and conditions contained herein, and (ii) the Exceptions attached as Exhibit C, the Exceptions attached as Exhibit C will control. Contractor's execution of this Security Contract Agreement is made expressly conditional upon the acceptance of the foregoing by the District.

EXHIBIT A

Scope of Services

[ATTACHED BELOW]

Handwritten notes:
... ..
... ..

Handwritten notes:
... ..
... ..

Handwritten notes:
... ..
... ..

Handwritten initials:
MR

EXHIBIT A – SCOPE OF SERVICES

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services utilizing Class D licensed security officers as outlined within the Scope of Services at the hours and days requested by the Lake Ashton II Community Development District (the "Owner"). The Owner will designate where the contractor will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be marked and parked only in areas designated by the Owner.

1.2 Key Personnel

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

1.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner. The manager will conduct bi-weekly visits to the security personnel and will provide regular updates to the Owner.

1.3 Personnel Dress Code

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

1.4 Personnel Conduct

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

1.5 Safety Program

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

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

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

1.6 Facility Location, Equipment and Supplies

The Owner shall provide an existing Gate House on the Project Site for the Contractor as part of this Scope of Services. The Owner will maintain the exterior of the Gate House facility in good operating condition. The Contractor is responsible for maintaining the interior of the Gate House and all equipment provided by the owner in good operating condition. At the beginning and the end of the contract period, the Owner and Contractor will inventory and document the condition of all facilities and equipment. In the event wear and tear on the facilities and condition of equipment exceeds what would be considered normal, the Contractor will be responsible for replacement or repair of the facilities and equipment to the satisfaction of the Owner. The Contractor is responsible for the cost of all cleaning supplies, paper products, and personal hygiene products necessary to maintain the interior of the building and for the comfort of security personnel.

The Owner will provide a golf cart for patrol in the performance of their duties.

1.7 Document Control and Data Maintenance

1.7.1 Officer's Daily Log

The Contractor shall keep accurate records of all incidences that occur while on duty, documents received, and, if applicable, issued by this Contractor. A 'document log' shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The 'log' shall outline document titles and dates, the originator, received dates, and to/from information. This 'log' shall be updated daily and submitted to the Owner upon request.

1.7.2 Data Maintenance

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

1.7.3 Data Dispersal

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

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

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

1.8 Verification of Data

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

1.9 Ownership of Equipment

It is to be understood that all equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, is the sole property of the Owner. The Contractor shall have temporary charge of the equipment while performing contracted services for the Project. All equipment shall be returned to the Owner at the conclusion of the Project.

The Owner shall retain the right to require that the Contractor transfer all Project equipment to the Owner immediately upon fourteen (14) days written notice, for any reason.

1.10 Liability Insurance

Contractor shall, throughout the performance of its Services maintain:

Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000.00 respectively, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under the Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees.

1.12 Certification

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

2. COORDINATION

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

2.1 General

The Contractor shall meet with the Owner on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule, and budget status. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a 'need-to-know.' The Owner shall provide the meeting location.

The contractor will provide bi-weekly site visits by an appropriate manager.

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

2.2 Contractor's Project Manager

Contractor shall designate a representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls or messages within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities. The appropriate manager will visit the site at least bi-weekly to ensure contract compliance and welfare of personnel.

3. SCHEDULED OPERATIONS

3.1 General

Contractor shall provide a visible security presence to deter any wrongdoing. The principle areas are, but are not limited to, all District-owned buildings such as the Clubhouse, Health and Fitness center, and respective appurtenant facilities during the hours requested by the Owner. Contractor shall also provide an officer to supervise entry into the community at the Gate House during the hours requested by the Owner. The CDD reserves the right to adjust staffing and hours of operations as necessary.

3.2 Health and Fitness Center and Associated Amenities

The officer on duty shall enforce all policies throughout the facility and will report all incidences to the Owner in written reports. The Contractor will be responsible for ensuring that the facilities are open at the designated time in the morning and secure and locked down on a nightly basis. In the event the Contractor, during their patrol, notes items in need of maintenance, they are to fill out the appropriate maintenance report and ensure that it is reported to the Owner in a timely basis. Safety hazards should be reported to the Owner immediately. The Contractor may also be requested to assist with directing the flow of traffic and parking during special events. The Contractor will participate in the utilization of a security tour verification system.

Security officers scheduled for special events will enforce all of the policies of the Districts as well as perform pre and post event inspections for damage to the facilities.

3.3 Gate House Policies

The officers on duty shall staff the Gate House during the days and hours as directed by the Owner and assist residents and guests that enter and leave the community and enforce the policies set forth by the Owner. The officers on duty shall be responsible for logging down all visitor vehicles that enter the community along with license plate numbers. The Contractor shall issue dash or rearview mirror tags for all visitors color coded according to the visitor's destination. The officer on duty shall monitor CCTV on evenings, weekends and holidays when recreational facilities are not staffed. Concerns should be conveyed to security patrol or the appropriate law enforcement agency. Any incidents shall be reported to the respective Owner in written report.

3.4 Neighborhood Patrols

Contractor shall patrol all neighborhoods within the Lake Ashton II Community Development District during the days and hours designated by the Owner. In the event of an incident, the Contractor shall attempt to acquire names, addresses, and phone numbers from the offenders without causing harm to the contractor or the offender. Any/all incidents will be recorded and reported to the respective owner. In the event the owner adopts a parking policy for the Clubhouse parking areas, the Contractor shall also be responsible for parking enforcement, ticketing and identifying vehicles in violation of the policy. The Contractor will also be responsible for logging and reporting street lights that are out or in need of repair. The Contractor will participate in the utilization of a security tour verification system.

3.5 Criminal Activities

If the contractor becomes aware of any criminal activities within the CDD property the contractor shall notify the appropriate local law enforcement agency immediately and record the incident in the officer's daily log along with any additional reports.

3.6 Damage to Facilities

Should the Contractor become aware of damage to the facilities within the area being serviced by the Contractor, the Contractor shall notify the respective Owner in writing. Contractor should notify the owner by phone and if necessary contact the appropriate local law enforcement agency to file a report for damages.

3.7 Security Officer Training

Contractor will ensure that all officers are current with Florida Class D Security Officer licensing as well as state mandated recurring training. Additionally, Contractor will provide a comprehensive orientation as well as proficiency training to include professional development and life safety subjects at the Contractor's expense. All security officers must have current CPR and AED certification, obtained and maintained at the Contractor's expense. Security officers must be able to operate the District owned AEDs.

4. ADMINISTRATION/OPERATIONS PROGRAM

The Contractor will develop procedures based upon Owner's requirements and direction and will implement an Administration, and Operation Program. This program will include, but not be limited to, the following:

4.1 General

- 4.1.1 This program shall consist of comprehensive operation and administrative procedures that will implement the policies and directives of the Owner. Those procedures will govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. This program shall implement best security industry standard practices (ASIS, IFPO). The program document shall contain key information relative to the major components described below. Contractor will ensure coordination with the Owner for proper policy and directive compliance prior to the draft being submitted.

The program document shall be presented in a three-ring binder using standard "8- 1/2 x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and the Contractor will keep a log of document holders (refer to Section 2.9.3, Data dispersal). The program document will include General and Post Orders as well as Special Security Instructions.

- 4.1.2 The program document shall be kept up-to-date always (formal review by Owner and Contractor Bi-Annually or as needed) by the Contractor in accordance with Owner's direction. Approved revisions to the document shall be indicated by footnote on the revised pages. The Contractor will distribute changes to all document holders. The program document will also be available in electronic format and provided by the Contractor to

the Owner via electronic mail or using other technology designated by the Client.

4.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.

- First draft - Six (6) bound copies, one (1) unbound copy
- Second draft - Six (6) bound copies, one (1) unbound copy
- Third draft - Six (6) bound copies, one (1) unbound copy
- Final document - Ten (10) bound copies, two (2) digital copies

4.2 Administration

4.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.

4.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.

4.2.3 Policies and procedures related to the Contractor's program for communications with the community relative operations and customer service.

4.2.4 Personnel policies and procedures related to the Contractor's personnel performing services on the site.

4.3 Operations

4.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor in compliance with Owner's policies and directives related to all operations/customer service matters generally described in the Scope of Services.

4.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.

4.3.4 Policies and procedures related to the Contractor's safety program The Contractor will submit the Administration and Operation Program for review and approval by the Owner's. The Contractor shall modify the program as required by the Owner's Program.

5. RESPONSE TIME

The Contractor shall provide services within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program. The Contractor is responsible to implement and maintain a general response protocol developed and approved by the Owner.

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

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

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

6. COMPENSATION

Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations, the Owner shall make payment to the Contractor for its Services, on a periodic basis plus additional fees for services rendered in connection with Work Authorizations.

The Contractor shall deliver to the Owner an Application for Payment in such form and with such detail, as the Owner requires.

Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make payments to the Contractor plus additional fees in connection with Work Authorizations.

7. TERMINATION

Anything in this Agreement to the contrary notwithstanding, Owner shall, at its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it through the date of termination.

If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

Contractor shall, at its sole discretion and without cause, have the right to suspend or terminate this Agreement upon ninety (90) days prior written notice to Owner. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it through the date of termination.

END OF SCOPE OF SERVICES

EXHIBIT B
PRICE SHEET

[ATTACHED BELOW]

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

SECURITY SERVICES

PRICING FORM

The designated times for gate house security officer are from 12:00 AM to 11:59 PM seven (7) days a week, 365 days per year. Please provide the following information:

\$ 13.83 per hour \$ 118,833.00 Annual
\$ 20.06 per hour on holidays \$ 288.00 Annual

The designated times for patrol security officer within the Lake Ashton II CDD (Winter Haven) is from 8:00 PM to 8:00 AM seven (7) days a week, 365 days per year. Please provide the following information:

\$ 13.83 per hour \$ 59,417.00 Annual
\$ 20.06 per hour on holidays \$ 1,444.00 Annual

The designated times for pool security officer are based on seasonal peak population, for example from November 15 through May 15 for an estimated five hours, seven days weekly. Please provide the following information:

\$ 13.83 per hour \$ 0.00 Annual
\$ 20.06 per hour on holidays \$ 0.00 Annual

The designated times for special events security officer are based on room rental, for example, six hours weekly 52 weeks per year. Please provide the following information:

\$ 13.83 per hour \$ TBD Annual
\$ 20.06 per hour on holidays \$ TBD Annual

Please provide an annual total for the proposed services:

\$ 182,582.00 Total Annual (Plus special events coverage)

The District reserves the right to adjust security services staffing and hours of operation as needed.

EXHIBIT C
EXCEPTIONS

[ATTACHED BELOW]

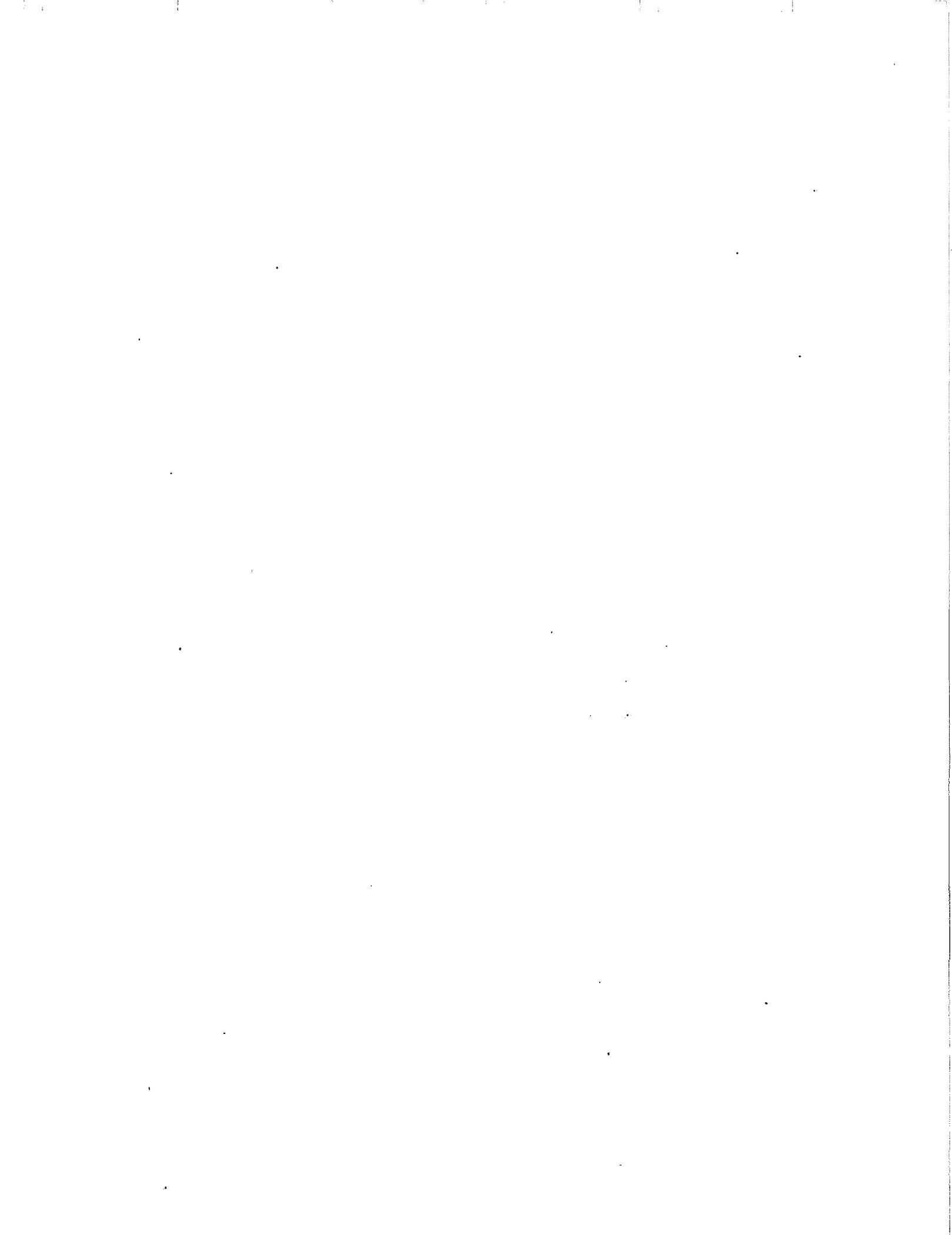


Exceptions

We appreciate the generally fair and common sense approach in the Request for Proposal No. 2017-100, but we do have a few concerns, especially with the allocation of risk. Accordingly, we would like to clarify the following items in connection with our bid. Our bid is submitted with the understanding that these items will be incorporated into any agreement (the "Agreement") between Lake Ashton and Lake Ashton II Community Development Districts (collectively, "Clients") and Securitas Security Services USA, Inc. ("Contractor") and be controlling. Please note these items are important but negotiable.

Thank you. We look forward to working with you towards a mutually acceptable contract.

1. Contractor will defend, controlling such defense, and indemnify Clients, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Contractor while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of the premises where Contractor's services are performed. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in these Exceptions, subject to the terms of Contractor's insurance.
2. Notwithstanding the foregoing, if Clients requires any Contractor officer, employee or agent to drive any vehicle during the course of his or her duties, other than a vehicle furnished by Contractor, Clients will maintain all insurance for the vehicle and Clients' insurance will be primary. Further, Clients will defend and indemnify Contractor against any claim or loss arising out of or in connection with the permitted or authorized use of the vehicle by the Contractor officer, employee or agent.
3. In connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.
4. Contractor may raise its rates on 30 days' written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services.
5. If Contractor provides any equipment in connection with Contractor's services, all such equipment is for Contractor's use and will always be Contractor property. Contractor will be provided with reasonable time and access to remove all its equipment upon termination of the Agreement.



RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT TO COMMENCE WORK ON THE 2017 SPECIAL ASSESSMENT BOND REFUNDING; RATIFYING THE FINAL VERSION OF THE BOND RESTRUCTURING FUNDING AGREEMENT; PROVIDING FOR CONTINUED PAYMENT OF O&M EXPENSES BY THE DEVELOPER; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton II Community Development District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance No. 05-006 of Polk County, Florida, and expanded by Ordinance No. 05-042 of Polk County, Florida (collectively, the "Ordinance") for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks and recreational facilities and uses; and

WHEREAS, the District was asked in 2016 by Lake Ashton Development Group II, LLC, a Florida limited liability company, and Century Residential, LLC, a Florida limited liability company, and Century Residential HC, LLC, a Florida limited liability company, the developer and owner of certain undeveloped land in the District (collectively, "Developer"), to restructure the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B (the "Restructured Bonds") and the Board approved the commencement of work pursuant to Resolution 2016-01; and the Developer has again requested the issuance of the Restructured Bonds and the District decision to confirm its Resolution; and

WHEREAS, Developer owns certain undeveloped lands within the District has agreed to fund the costs authorized by this Resolution through a funding agreement (the "Bond Restructuring Funding Agreement"), which was previously approved in substantially final form pursuant to District Resolution 2016-01 and is attached in final form as **Exhibit A**; and

WHEREAS, the final Bond Restructuring Agreement has been executed by the Developer and it I attached as **Exhibit B**; and

WHEREAS, Developer has currently paid delinquent operations and maintenance ("O&M") assessments and has agreed to continue to pay such operations and maintenance assessments; and

WHEREAS, the District is authorized by the provisions of Chapter 190, Florida Statutes, (the "Act") and the Ordinance, subject to the limitations set forth in the Act and in the Ordinance, if any, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, Florida Statutes; and

WHEREAS, the District desires to authorize staff to commence work on the issuance of its Restructured Bonds, ratify the Bond Restructuring Funding Agreement.

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

SECTION 1. Authorization. There is hereby authorized staff to commence work on the issuance of the Restructured Bonds and the drafting of the Restructured Bond Documents.

SECTION 2. Engineering and Assessment Proceedings. The District Manager and the District Engineer are hereby authorized and directed to begin preparation of reports and analyses as deemed necessary or appropriate, to allow the District to confirm and/or impose assessments and issue the Restructured Bonds.

SECTION 3. Ratification of the Bond Restructuring Funding Agreement. The District hereby ratifies final form of the Bond Restructuring Funding Agreement.

SECTION 4. Continued Payment of O&M Expenses. The District's cooperation with the Developer regarding the bond restructuring shall be conditioned on the continued payment of O&M assessments by the Developer to the District. Notwithstanding anything to the contrary, the District reserves the right to withhold any District approval, execution or issuance of the Restructured Bonds if the Developer fails to remain current on O&M payments to the District.

SECTION 5. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations 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 Florida Statutes, Section 286.011.

SECTION 6. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform to the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 7. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Restructured Bonds and the Developer Funding Agreement are hereby approved, confirmed and ratified.

SECTION 8. 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.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ADOPTED by the Board of Supervisors of the Lake Ashton II Community Development District this 12th day of May, 2017.

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____
Chairman/Vice-Chairman

EXHIBIT A
DISTRICT RESOLUTION 2016-01

[ATTACHED BELOW]

RESOLUTION NO. 2016-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT STAFF TO COMMENCE WORK RELATED TO A 2016 SPECIAL ASSESSMENT BOND REFUNDING; APPROVING THE FORM OF THE BOND RESTRUCTURING FUNDING AGREEMENT AND O&M REPAYMENT AGREEMENT; DELEGATION TO THE CHAIRMAN AND VICE-CHAIRMAN TO REVIEW, APPROVE ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton II Community Development District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance No. 05-006 of Polk County, Florida, and expanded by Ordinance No. 05-042 of Polk County, Florida (collectively, the "Ordinance") for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks and recreational facilities and uses; and

WHEREAS, the District has been asked by Lake Ashton Development Group II, LLC, a Florida limited liability company, and Century Residential, LLC, a Florida limited liability company, and Century Residential HC, LLC, a Florida limited liability company, the developer and owner of certain undeveloped land in the District (collectively, "Developer"), to restructure the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B (the "Restructured Bonds"); and

WHEREAS, Developer owns certain undeveloped lands within the District has agreed to fund the costs authorized by this Resolution through a funding agreement (the "Bond Restructuring Funding Agreement"), attached as **Exhibit A**; and

WHEREAS, Developer currently owes the District delinquent operations and maintenance assessments in the approximate total of \$903,322.04, not including additional interest and forfeited discounts (the "Past Due Obligation") and has agreed to repay the Past Due Obligation through an repayment agreement which will contains the terms of such reimbursement or repayment ("O&M Repayment Agreement"), attached as **Exhibit B**; and

WHEREAS, Developer agrees that the Developer's execution of both the Bond Restructuring Funding Agreement and the O&M Repayment Agreement shall be required before the District Manager, District Counsel, or any other District Staff proceed with the work on the Restructured Bonds.

WHEREAS, the District is authorized by the provisions of Chapter 190, Florida Statutes, (the "Act") and the Ordinance, subject to the limitations set forth in the Act and in the Ordinance, if any, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, Florida Statutes; and

WHEREAS, the District desires to commence preliminary work to authorize the issuance of its Restructured Bonds and to authorized its staff to begin work pursuant to this Resolution.

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

SECTION 1. Authorization. There is hereby authorized staff to begin work, related to the issuance of the Restructured Bonds, with terms, trust documents and further proceedings to be undertaken, as approved by this Board by appropriate later action or resolution.

SECTION 2. Engineering and Assessment Proceedings. The District Manager and the District Engineer are hereby authorized and directed to begin preparation of reports and analyses as deemed necessary or appropriate, to allow the District to impose assessments and issue the Bonds.

SECTION 3. Approval of Form of Developer Funding Agreement. The District hereby approves the form of the Bond Restructuring Funding Agreement, in substantially the form attached hereto as **Exhibit A**, to provide for the payment of costs associated with this Resolution, with final terms of the Bond Restructuring Funding Agreement to be approved by a Designated Board Member as defined and described in Section 5 hereunder. The Bond Restructuring Funding Agreement shall not become effective until fully executed by both the Designated Board Member and the Developer.

SECTION 4. Approval of Form of O&M Repayment Agreement. The District hereby approves the form of the O&M Repayment Agreement, in substantially the form attached hereto as **Exhibit B**, to provide for the repayment of the Past Due Obligation, with the final terms of the O&M Repayment Agreement to be approved by a Designated Board Member as defined and described in Section 5 hereunder. The O&M Payment Agreement shall not become effective until fully executed by both the Designated Board Member and the Developer

SECTION 5. Delegation to the Chairman. The Chairman and Vice-Chairman ("Designated Board Member") are hereby authorized and directed to review, approve the final terms of and deliver on behalf of and in the name of the District, the Bond Restructuring

Funding Agreement, O&M Repayment Agreement and any other document associated with the issuance of the Restructured Bonds or repayment of the Past Due Obligation with any revisions, additions, and deletions therein as they approve, with such approval to be conclusive evidence of the approval of the District.

SECTION 6. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations 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 Florida Statutes, Section 286.011.

SECTION 7. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform to the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 8. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Restructured Bonds or repayment of the Past Due Obligation are hereby approved, confirmed and ratified.

SECTION 9. 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.

SECTION 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ADOPTED by the Board of Supervisors of the Lake Ashton II Community Development District this 13th day of May, 2016.

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____

Secretary/Asst. Secretary

By: _____

Chairman/Vice-Chairman

EXHIBIT B

FINAL FORM OF BOND RESTRUCTURING FUNDING AGREEMENT

[ATTACHED BELOW]

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT
BOND RESTRUCTURING FUNDING AGREEMENT**

This Bond Restructuring Funding Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between:

The **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Winter Haven, Polk County, Florida (hereinafter "District"), and

LAKE ASHTON DEVELOPMENT GROUP II, a Florida limited liability company, and **CENTURY RESIDENTIAL LLC**, a Florida limited liability company, the primary landowner(s) and developer(s) in the District (collectively the "Developer").

RECITALS

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance 05-006 of the City Commission of Polk, Florida, for the purpose of financing roadway improvements, utility distribution and collections systems, the master stormwater management system, lighting, landscaping, signage, parks and other public infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the restructuring of the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B; and

WHEREAS, the Developer is developing the lands within the district which will benefit from such restructuring; and

WHEREAS, the District and the Developer desire to enter into this agreement to provide funds to enable the District to commence the restructuring of the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B.

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 parties agree as follows:

1. Provision of Funds. Developer agrees to make available to the District such monies as are necessary to proceed with the restructuring of certain bonds.

- A. Developer agrees to provide to the District, within two (2) days of the execution of this Agreement by Developer, funds totaling \$25,000 (the "Retainer"). Any costs or expenses exceeding the Retainer shall be invoiced to and paid by Developer on a monthly basis. Such Retainer, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in

the sole discretion of the District as determined by the District Manager. Upon receipt of the Retainer, the District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

- B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the Retainer and funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.
- C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the Retainer and funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.
- D. Developer agrees to provide additional funds within fourteen (14) days of receipt of written notification from the District Manager of the need for such funds.
- E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. Termination. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure. Any excess funds shall be returned to the Developer in accordance with section 1 of this Agreement.

3. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Developer: Century Residential, LLC
4220 Dunmore Drive
Lake Wales, FL 33859
Attn: Mark E. Schreiber

Lake Ashton Development Group II, LLC
P.O. Box 7530

 ~~Suite 700~~
Winter Haven, FL 33883
Attn: Mark E. Schreiber

B. If to District: Lake Ashton II Community Development District
13574 Village Park Drive, Suite 265
Orlando, Florida 32837
Attn: District Manager

With a copy to: Latham, Shuker, Eden & Beaudine, LLP
111 North Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attn: Andrew C. d'Adesky, Esq.

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

9. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

12. Effective Date. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. Public Records. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

14. Capitalization. The parties agree that all funds provided by Developer pursuant to this Agreement are properly reimbursable from proceeds of District financing for capital improvements, and that within 45 days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event bond counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within two (2) years of the date of this agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR
BOND RESTRUCTURING FUNDING AGREEMENT**

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair, Board of Supervisors

**COUNTERPART SIGNATURE PAGE FOR
BOND RESTRUCTURING FUNDING AGREEMENT**

DEVELOPER

WITNESSES:

**LAKE ASHTON DEVELOPMENT
GROUP II**, a Florida limited liability
company

X _____

By: 

Print Name: _____

Print Name: MARK E Schwab

Title: President

CENTURY RESIDENTIAL, a Florida
limited liability company

X _____

By: 

Print Name: _____

Print Name: MARK E Schwab

Title: President

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT
BOND RESTRUCTURING FUNDING AGREEMENT**

This Bond Restructuring Funding Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between:

The **LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Winter Haven, Polk County, Florida (hereinafter "District"), and

LAKE ASHTON DEVELOPMENT GROUP II, a Florida limited liability company, and **CENTURY RESIDENTIAL LLC**, a Florida limited liability company, the primary landowner(s) and developer(s) in the District (collectively the "Developer").

RECITALS

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance 05-006 of the City Commission of Polk, Florida, for the purpose of financing roadway improvements, utility distribution and collections systems, the master stormwater management system, lighting, landscaping, signage, parks and other public infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the restructuring of the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B; and

WHEREAS, the Developer is developing the lands within the district which will benefit from such restructuring; and

WHEREAS, the District and the Developer desire to enter into this agreement to provide funds to enable the District to commence the restructuring of the Lake Ashton II Community Development District Capital Improvement Revenue Bonds, Series 2006 A & B.

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 parties agree as follows:

1. Provision of Funds. Developer agrees to make available to the District such monies as are necessary to proceed with the restructuring of certain bonds.

- A. Developer agrees to provide to the District, within two (2) days of the execution of this Agreement by Developer, funds totaling \$25,000 (the "Retainer"). Any costs or expenses exceeding the Retainer shall be invoiced to and paid by Developer on a monthly basis. Such Retainer, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in

the sole discretion of the District as determined by the District Manager. Upon receipt of the Retainer, the District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

- B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the Retainer and funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.
- C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the Retainer and funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.
- D. Developer agrees to provide additional funds within fourteen (14) days of receipt of written notification from the District Manager of the need for such funds.
- E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. Termination. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure. Any excess funds shall be returned to the Developer in accordance with section 1 of this Agreement.

3. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Developer: Century Residential, LLC
4220 Dunmore Drive
Lake Wales, FL 33859
Attn: Mark E. Schreiber

Lake Ashton Development Group II, LLC
P.O. Box 7530
Suite 700
Winter Haven, FL 33883
Attn: Mark E. Schreiber

B. If to District: Lake Ashton II Community Development District
13574 Village Park Drive, Suite 265
Orlando, Florida 32837
Attn: District Manager

With a copy to: Latham, Shuker, Eden & Beaudine, LLP
111 North Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attn: Andrew C. d'Adesky, Esq.

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

9. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. Assignment. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. Controlling Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

12. Effective Date. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. Public Records. Public Records and Ownership of Books and Records. Developer understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Developer agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, Florida Statutes. Developer acknowledges and agrees that the public records custodian of the District is Governmental Management Services (the "Public Records Custodian"). Developer shall, to the extent applicable by law:

- (a) Keep and maintain public records required by District;
- (b) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(c) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Developer does not transfer the records to the Public Records Custodian of the District; and

(d) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (954) 721-8681, OR BY EMAIL AT RHANS@GMSSF.COM OR BY REGULAR MAIL AT 5385 N. NOB HILL ROAD, SUNRISE, FLORIDA, 33351, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

14. Capitalization. The parties agree that all funds provided by Developer pursuant to this Agreement are properly reimbursable from proceeds of District financing for capital improvements, and that within 45 days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event bond counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within two (2) years of the date of this agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE FOR
BOND RESTRUCTURING FUNDING AGREEMENT**

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair, Board of Supervisors

**COUNTERPART SIGNATURE PAGE FOR
BOND RESTRUCTURING FUNDING AGREEMENT**

DEVELOPER

WITNESSES:

**LAKE ASHTON DEVELOPMENT
GROUP II**, a Florida limited liability
company

X _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

CENTURY RESIDENTIAL, a Florida
limited liability company

X _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

RESOLUTION 2017-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2017/2018 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of **Lake Ashton II Community Development District** (the "Board") prior to June 15, 2017, a proposed operating budget for Fiscal Year 2017/2018; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. The operating budget proposed by the District Manager for Fiscal Year 2017/2018 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: _____

3. The District Manager is hereby directed to submit a copy of the proposed budget to Polk County at least 60 days prior to the hearing set above.

4. Notice of this public hearing shall be published in the manner prescribed in Florida law.

5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2017.

ATTEST:

**BOARD OF SUPERVISORS
OF THE LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT CONSENTING TO AND JOINING IN THE PLAT KNOWN AS "LAKE ASHTON WEST PHASE II SOUTH"; APPROVING ACCEPTANCE OF PROPERTY AS REQUIRED FOR SUCH PLAT; AUTHORIZING THE EXECUTION OF SUCH PLAT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton II Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"); and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire, operate and maintain real and personal property for infrastructure and common area within the District; and

WHEREAS, Lake Ashton Development Group II, LLC, and its affiliates, the master developer within the District ("Developer") desires to submit and record a plat to be known as "Lake Ashton West Phase II South", a substantially final version of which is attached hereto as **Exhibit "A"** (the "Plat"), to the City of Winter Haven in order to plat certain real property within the District, and said Plat will include, amongst other parcels, certain real property owned by the Developer to be conveyed to the District (the "Property"); and

WHEREAS, the Developer has requested that the District, as the owner of the Property and the current owner of tracts to contain future public roads, wetlands and easements, consent to and join in the execution, submittal, and recording of the Plat.

WHEREAS, in order to facilitate the timely and orderly development of the property within the District, the District is desirous of taking all necessary and prudent steps, to include the Property within the Plat, and to consent to, join in, and execute said Plat to accomplish same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Lake Ashton II Community Development District (the "Board"), as follows:

1. **Incorporation of Recitals.** The above recitals so stated are true and correct and by this reference are incorporated into, and form a material part of, this Resolution.

2. **Approval of Plat.** The Board hereby approves consents to and joins in, the plat of "Lake Ashton West Phase II South" attached hereto as **Exhibit "A"**, and authorizes the Chairman or Vice Chairman to execute the Plat upon finalization and request by the Developer. Prior to execution of the Plat by the Chairman or Vice Chairman, District Staff, including the District Manager, District Counsel and District Engineer, shall be authorized to review, comment and approve the Plat for execution by the Chairman or Vice Chairman.

3. Approval of Exchanges Required by the Plat. The Board hereby approves any dedication of real property by the Developer to the District as required to facilitate the development pursuant to the Plat. All such conveyances shall be subject to review and approval of District Staff, including the District Manager, District Counsel and District Engineer, and compliance with standard District procedures for conveyances of real property, including title work, execution of affidavits, bills of sale, deeds and all closing documents as deemed necessary by District Staff. All costs associated with any such conveyances shall be paid by the Developer. Upon completion of the construction of District improvements, the Developer has stated that no District property is to be conveyed to the Developer on the plat. In the event that any such conveyance is discovered, the Developer shall be required to reimburse the District for the value of the property.

4. 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.

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

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE FOR RESOLUTION 2017-06

ADOPTED by the Board of Supervisors of the Lake Ashton II Community Development District, this 12th day of May, 2017.

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____
Chairman, Vice-Chairman

EXHIBIT "A"

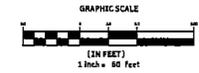
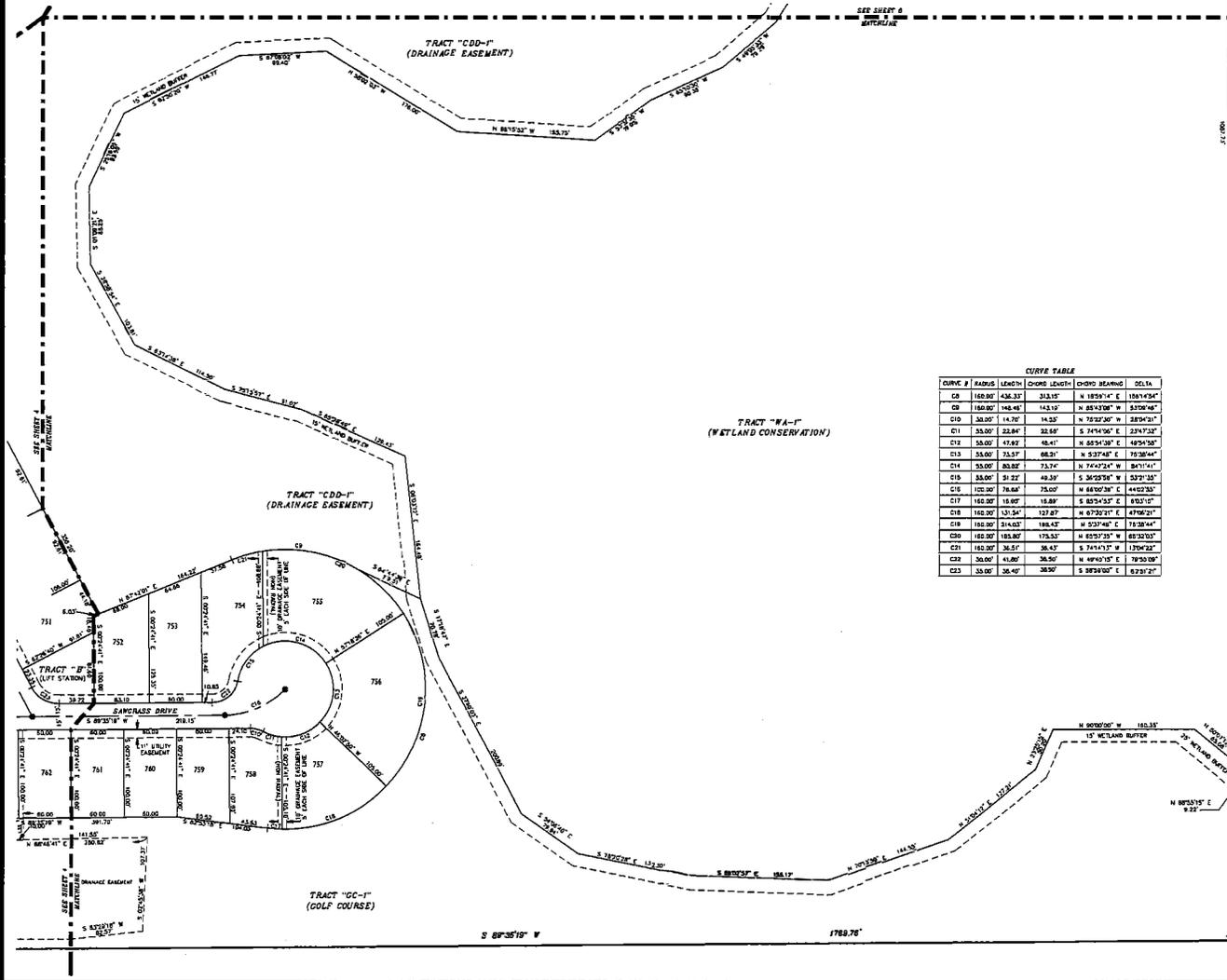
LAKE ASHTON WEST PHASE II SOUTH PLAT

[Plat Attached Below]

LAKE ASHTON WEST PHASE II SOUTH

PLAT BOOK _____
PAGE _____
SHEET 3 OF 7

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 24 AND A PORTION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 25, ALL IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA.



SURVEYOR'S NOTES:

Bearings based on the west line of LAKE ASHTON WEST PHASE I, as recorded in Plat Book 158, Pages 11 through 21, Public Records of Polk County, Florida, being plotted South 02°48'58" East.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be accepted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Lot Owners shall be responsible for maintenance of vegetation in the road right-of-way, drainage easels and drainage easements and for retaining design unchanged. Lands in the vicinity of the road right-of-way, drainage easels and drainage easements may be subject to temporary standing water when conditions decrease the rate of percolation and drainage run-off.

Flood Hazard Warning: The lands within the Plat may be subject to flooding. You should contact the Polk County Environmental Services Department and obtain the latest information on flood elevations and restrictions before making plans for the use of any of the lands within the Plat. Even though the Polk County Floodboards do not ensure that any improvements such as structures, driveways, ponds, sanitary sewer systems and water well systems will not flood in certain high events.

All lot lines are radial unless noted otherwise. All lot corners shown herein are monumented with a 5/8" iron rod and cap stamped "CHASTAIN-SKILLMAN" unless noted otherwise.

Easement(s) granted to Florida Power Corporation recorded March 18, 1983, in Official Records Book 2141, Page 851 (hereinafter "FPCC") and recorded August 1, 1985, in Official Records Book 2742A, Page 108 (hereinafter "FPCC") and recorded August 1, 1985, in Official Records Book 2742A, Page 108 (hereinafter "FPCC") and recorded August 1, 1985, in Official Records Book 2742A, Page 108 (hereinafter "FPCC").

Coordinates based on Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83).

The property shown herein lies in Zone "C" (area determined to be outside 500 year floodplain), Zone "AT" (special flood hazard area inundated by 100-year flood - low flood elevations as shown herein) Zone "X" (special flood hazard area inundated by 100-year flood - no base flood elevations determined) and Zone "Y" (area of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot, and areas protected by levees from 1% annual chance flood, as shown on the flood insurance rate map Number 120200053 in the Community Flood Number 120200 053 in, as approved by the Federal Emergency Management Agency, effective date December 22, 2018.

Minimum floor elevations of all structures, machinery and/or equipment serving these structures shall be at least 12 inches higher than the applicable base flood elevation.

Lands in the vicinity of the stormwater drainage system may be subject to temporary standing water when conditions decrease the rate of percolation and drainage run-off.

The Permanent Reference Monument (PRM), Permanent Control Point (PCP) and the individual lot corners have been set in accordance with Chapter 177, Florida Statutes.

LEGEND:

- = Permanent Reference Monument (P.R.M.) stamped "CHASTAIN-SKILLMAN PRM LB-262"
- = Permanent Control Point (P.C.P.) stamped "CHASTAIN-SKILLMAN LB-262"
- O.R. = Official Records Book
- P.C. = Page
- P.B. = Plat Book
- P.L.S. = Professional Land Surveyor
- P.S.W. = Professional Surveyor/Mapper
- LB = Licensed Business

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C0	180.00'	426.33'	314.05'	N 185°17' E	168.16°
C1	180.00'	148.48'	143.12'	N 25°23' W	232°04'
C10	33.00'	14.70'	14.33'	N 75°23' W	285°31'
C11	33.00'	22.84'	22.69'	S 74°14' E	234°32'
C12	33.00'	17.82'	18.41'	S 85°14' E	48°54'
C13	33.00'	23.57'	23.29'	N 53°14' E	75°26'
C14	33.00'	30.82'	33.24'	N 74°14' W	84°14'
C15	33.00'	31.22'	49.39'	S 36°25' W	53°13'
C16	120.00'	78.68'	75.00'	N 64°00' W	44°02'30"
C17	180.00'	18.89'	18.89'	S 85°14' E	85°17'
C18	180.00'	15.54'	13.87'	N 47°32' E	47°02'
C19	180.00'	214.02'	198.43'	N 53°14' E	75°26'
C20	180.00'	183.80'	173.33'	N 63°15' W	65°32'30"
C21	180.00'	26.51'	26.43'	S 74°14' W	170°22'
C22	30.00'	15.80'	26.50'	N 49°10' E	79°51'
C23	33.00'	38.40'	38.50'	S 85°14' E	82°27'

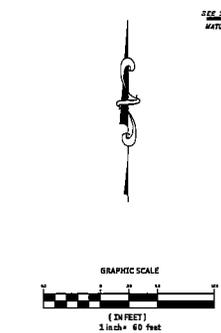
PLAT PREPARED BY:
CHASTAIN-SKILLMAN, INC.
John Richard Notard, Jr., P.L.S.,
Florida Registration # 5923
LICENSED BUSINESS NUMBER 262
4705 OLD STATE ROAD 37
LAKELAND, FLORIDA 33813
(863) 646-1402

LAKE ASHTON WEST PHASE II SOUTH

PLAT BOOK _____
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SHEET 4 OF 7

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 24 AND A PORTION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 25, ALL IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA.

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C01	30.00'	41.89'	26.50'	N 89°03'13" E	79°50'08"
C02	33.00'	36.40'	24.20'	S 89°00'00" E	87°29'21"
C03	294.00'	286.70'	277.24'	S 23°33'17" E	54°55'47"
C04	415.00'	407.52'	391.34'	S 05°43'33" W	58°15'47"
C05	400.00'	116.20'	113.82'	S 18°02'11" E	18°58'18"
C06	420.00'	78.00'	75.77'	S 12°00'00" W	11°23'08"
C07	420.00'	76.76'	74.54'	S 23°13'30" W	10°56'34"
C08	281.00'	88.81'	86.82'	S 18°02'11" E	18°58'18"
C09	294.00'	89.81'	87.82'	S 20°54'54" E	18°58'18"
C10	294.00'	56.44'	54.34'	S 12°00'00" W	11°23'08"
C11	294.00'	56.44'	54.34'	S 23°13'30" W	10°56'34"
C12	165.00'	54.33'	54.00'	S 89°58'23" E	18°50'11"
C13	165.00'	118.89'	118.43'	S 89°58'23" E	41°18'54"
C14	165.00'	7.79'	7.76'	S 89°58'23" E	2°42'00"
C15	64.00'	16.57'	16.50'	S 84°47'54" E	17°52'15"
C16	64.00'	43.84'	43.11'	S 83°47'32" E	26°43'32"
C17	64.00'	7.80'	7.76'	S 89°58'23" E	6°52'11"
C18	30.00'	34.80'	22.14'	S 89°00'00" E	87°29'21"
C19	33.00'	30.40'	20.59'	S 89°00'00" E	87°29'21"
C20	33.00'	71.80'	58.72'	N 11°10'00" E	10°28'36"
C21	530.00'	141.83'	141.22'	S 27°20'00" E	19°18'43"
C22	530.00'	201.61'	200.26'	S 17°48'28" W	21°47'41"
C23	530.00'	71.30'	71.20'	S 61°02'37" E	7°42'48"
C24	530.00'	70.38'	70.28'	S 12°00'00" W	11°23'07"
C25	530.00'	70.83'	70.60'	S 18°54'34" W	7°38'44"
C26	530.00'	71.30'	71.20'	S 18°42'28" W	7°42'48"
C27	530.00'	58.80'	58.57'	S 25°29'08" W	8°28'37"
C28	430.00'	58.35'	58.20'	S 27°27'32" E	7°42'48"
C29	430.00'	57.89'	57.64'	S 19°43'00" E	7°42'48"
C30	430.00'	57.89'	57.64'	S 61°02'37" E	7°42'48"
C31	430.00'	58.20'	58.22'	S 10°40'27" W	7°42'48"
C32	430.00'	57.89'	57.64'	S 12°00'00" W	7°42'48"
C33	430.00'	48.30'	48.33'	S 25°29'08" W	8°28'37"
C34	430.00'	10.00'	10.00'	S 67°14'11" E	11°38'58"



SURVEYOR'S NOTES:

Beings based on the west line of LAKE ASHTON WEST PHASE I, as recorded in Plat Book 156, Pages 11 through 21, Public Records of Polk County, Florida, being posted South 00°48'00" East.

NOTICE: This plat, as recorded in the graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this jurisdiction.

Let Owners who are responsible for maintenance of vegetation in the road right-of-way, drainage ditches and drainage easements and for retaining design unchanged. Lands in the vicinity of the road right-of-way, drainage easements and drainage easements may be subject to temporary standing water when conditions depress the rate of percolation and drainage run-off.

Flood hazard warning: The land within the Plat may be subject to flooding. You should contact the Polk County Environmental Services Department and obtain the latest information on flood elevations and restrictions before making plans for the use of any of the lands within the Plat. Even though the Polk County standards does not ensure that any improvements such as structures, ditches, ponds, auxiliary sewer systems and water well systems will not flood in certain wet weather.

All lot lines are radial unless noted otherwise.

All lot corners shown herein are monumented with a 5/8" iron rod and cap stamped "CHASTAIN-SKILLMAN" unless noted otherwise.

Easement(s) granted to Florida Power Corporation recorded March 18, 1953, in Official Records Book 2141, Page 691 (partial easement: 5 feet each side of Florida Power facilities) and recorded August 1, 1955, in Official Records Book 2765, Page 108 (partial easement: 7.5 feet each side of Florida Power facilities), public Records of Polk County, Florida.

Coordinates based on Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83).

The property shown herein lies in Zone "X" (area determined to be outside 500 year floodplain). Zone "AE" (special flood hazard area inundated by 100-year flood) - base flood elevations are shown hereon. Zone "X" (special flood hazard area inundated by 100-year flood) - no base flood elevations are shown hereon and Zone "X" (area of 0.2% annual chance flood: area of 1% annual chance flood with average depth of less than 1 foot; and area protected by levee from 1% annual chance flood), as shown on the flood insurance rate map Number: 1204002333 H, per Community Flood Number: 020217 0333 H, as prepared by the Federal Emergency Management Agency, effective date December 22, 2016.

Minimum floor elevations of all structures, machinery and/or equipment servicing these structures shall be at least 12 inches higher than the applicable base flood elevation.

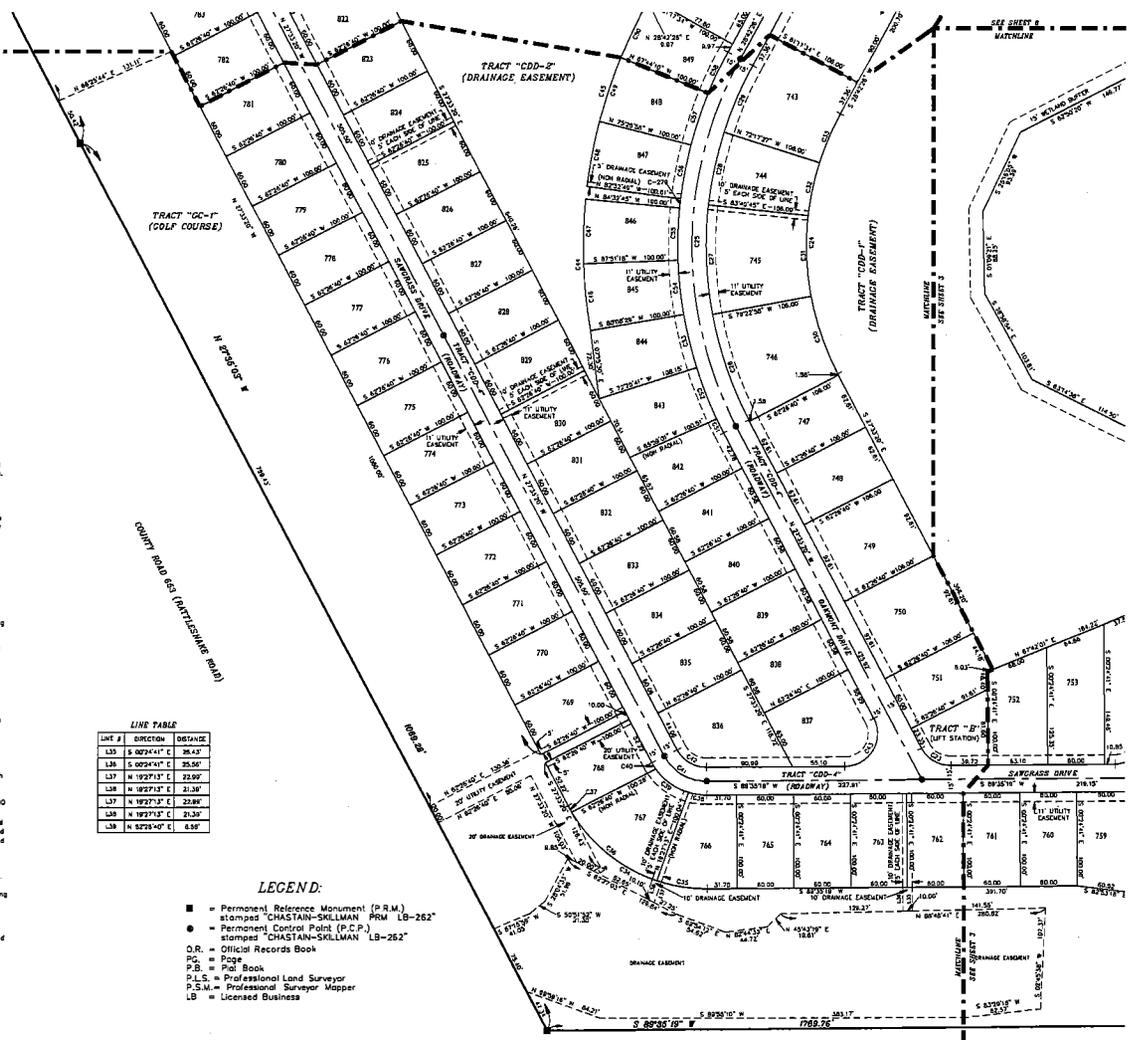
Lands in the vicinity of the stormwater drainage system may be subject to temporary standing water when conditions depress the rate of percolation and drainage run-off.

The Permanent Reference Monuments (PRM), Permanent Control Points (PCP) and the individual lot corners have been set in accordance with Chapter 177, Florida Statutes.

LINE #	DIRECTION	DISTANCE
L01	S 02°24'11" E	28.43'
L02	S 02°24'11" E	25.56'
L03	N 12°21'17" E	22.69'
L04	N 02°21'17" E	21.30'
L05	N 12°21'17" E	22.88'
L06	N 12°21'17" E	21.30'
L07	N 82°58'40" E	6.58'

- LEGEND:**
- = Permanent Reference Monument (P.R.M.) stamped "CHASTAIN-SKILLMAN PRM LB-262"
 - = Permanent Control Point (P.C.P.) stamped "CHASTAIN-SKILLMAN LB-262"
 - = Official Records Book
 - PC = Plat Book
 - P.L.S. = Professional Land Surveyor
 - P.S.M. = Professional Survey Mapper
 - LB = Licensed Business

PLAT PREPARED BY:
CHASTAIN-SKILLMAN, INC.
John Richard Noland, Jr., P.S.M.
Florida Registration # 59233
LICENSED BUSINESS NUMBER 252
4702 OLD STATE ROAD 'J'
LAKELAND, FLORIDA 33813
(853) 546-1402



LAKE ASHTON WEST PHASE II SOUTH

PLAT BOOK _____
PAGE _____
SHEET 7 OF 7

A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 24 AND A PORTION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 25, ALL IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA.

SURVEYOR'S NOTES:

Survey based on the west line of LAKE ASHTON WEST PHASE I, as recorded in Plat Book 138, Page 8, through 2; Plat. Records of Polk County, Florida, being plotted South 00°48'09" East.

NOTE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lines described herein and will, in no circumstances, be applied in authority by any other graphic or digital form of this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Lot Owners shall be responsible for maintenance of vegetation in the road right-of-way, drainage easement drainage easements and for retaining design unchanged, under the vicinity of the road right-of-way, drainage easement and drainage easements may be subject to temporary standing water when conditions exceed the rate of precipitation and drainage run-off.

Flood Hazard Warning: The areas within the Plat may be subject to flooding. You should contact the Polk County Environmental Services Department and obtain the latest information on flood elevations and restrictions before making plans for the use of any of the lands within the Plat. Even meeting the Polk County standards does not ensure that any improvements such as structures, drainage, ponds, sanitary sewer systems and water and irrigation will not flood in certain rain events.

All lot lines are radial unless noted otherwise.

All lot corners shown herein are monumented with a 5/8" iron rod and cap stamped "CHASTAIN-SKILLMAN" unless noted otherwise.

Examined(s) granted to Florida Power Corporation recorded March 18, 1952, in Official Records Book 2461, Page 181 (Bounded easement 5 feet each side of Florida Power facilities) and recorded August 1, 1959, in Official Records Book 2783, Page 018 (Bounded easement 7.5 feet each side of Florida Power facilities), public Records of Polk County, Florida.

Coordinates based on Florida State Plane Coordinate System, West Zone, North American Datum of 1983/2011.

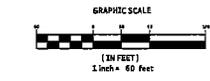
The property shown herein is in Zone "M" (area determined to be outside 500 year floodplain); Zone "AE" (Special Flood Hazard areas inundated by 100-year flood - base flood elevation as shown herein); Zone "A" (Special Flood Hazard areas inundated by 100-year flood - no base flood elevations determined); and Zone "X" (areas of 1% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot; and areas protected by levees from 1% annual chance flood, as shown on the flood insurance rate map Number 1219322535 N, or Community Panel Number 1219322535 N, as ordered by the Federal Emergency Management Agency, effective date December 23, 2016).

Minimum floor elevations of all structures, machinery and/or equipment serving these structures shall be at least 12 inches higher than the applicable base flood elevation.

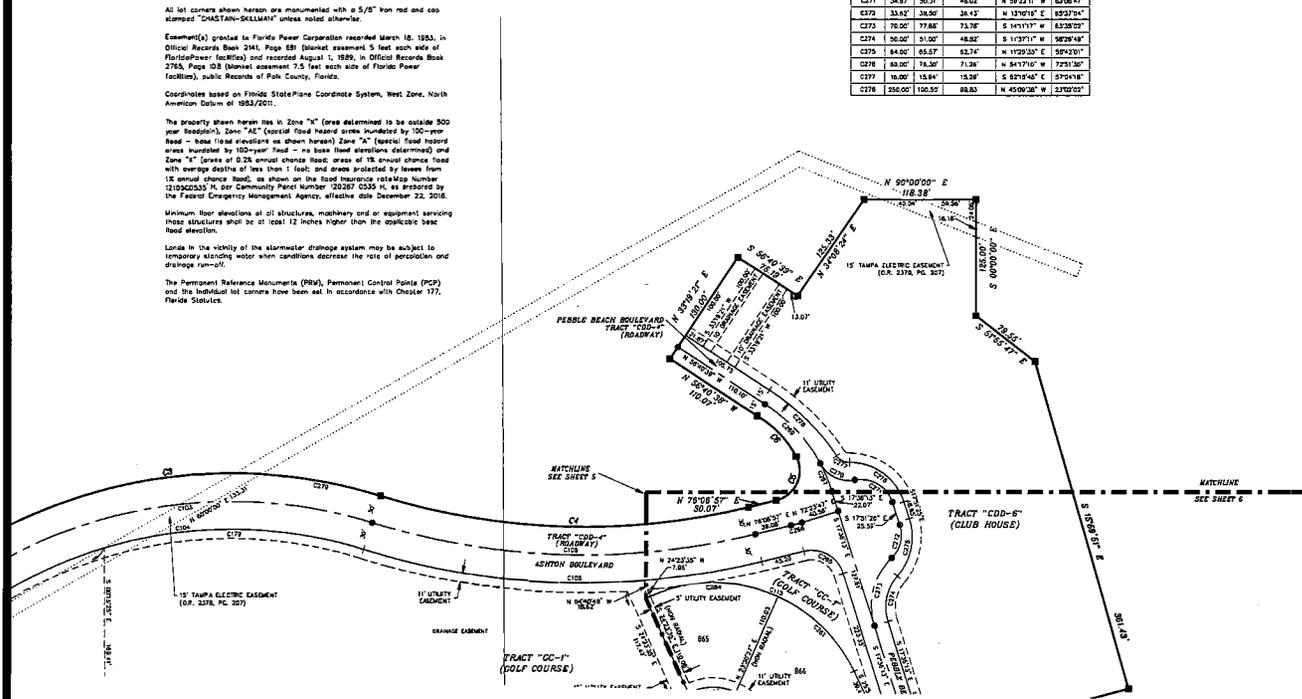
Land in the vicinity of the stormwater drainage system may be subject to temporary standing water when conditions exceed the rate of precipitation and drainage run-off.

The Permanent Reference Monument (PRM), Permanent Control Point (PCP) and the individual lot corners have been set in accordance with Chapter 177, Florida Statutes.

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C3	338.04	438.34	425.72	N 82°33'12" E	47°58'59"
C4	722.82	384.65	388.87	S 88°14'11" E	31°17'44"
C5	32.41	58.77	51.07	N 24°13'07" E	103°47'40"
C6	110.00	84.58	59.88	N 43°30'29" W	30°28'24"
C10	418.95	413.29	401.48	S 82°25'17" W	47°38'38"
C14	457.00	388.30	377.25	S 83°25'34" W	47°38'38"
C15	763.82	411.37	406.17	S 88°14'18" E	31°17'34"
C16	763.00	427.85	422.30	S 85°14'14" E	31°17'30"
C18	165.00	294.49	232.80	N 79°47'48" E	50°48'58"
C19	497.00	238.22	274.12	N 50°32'27" W	34°50'32"
C20	165.00	114.72	112.44	N 45°43'24" W	30°28'24"
C24	165.00	138.72	134.71	N 89°30'18" W	48°17'50"
C25	26.80	32.71	47.80	N 82°44'38" W	88°10'49"
C26	118.00	111.30	112.30	N 74°52'24" E	24°11'17"
C27	174.98	33.21	33.50	N 23°52'43" W	10°53'30"
C28	INTENTIONALLY OMITTED				
C29	174.98	87.07	85.17	S 42°42'57" W	20°31'23"
C30	33.21	43.36	45.88	S 84°49'19" E	7°23'24"
C31	24.97	26.51	48.07	N 59°21'15" E	50°28'11"
C32	33.82	34.00	35.43	N 13°10'19" E	85°57'54"
C33	70.00	77.86	73.76	S 14°11'17" W	63°28'52"
C34	50.00	51.00	48.82	S 11°27'17" W	58°28'48"
C35	64.00	65.37	52.71	N 11°29'35" E	59°42'01"
C36	68.00	74.30	71.20	N 41°17'10" W	7°25'30"
C37	16.00	15.84	15.59	S 87°18'48" E	57°54'18"
C38	250.00	100.55	88.83	N 45°09'38" W	23°02'55"



- LEGEND:**
- = Permanent Reference Monument (P.R.M.), stamped "CHASTAIN-SKILLMAN PRM LB-262"
 - = Permanent Control Point (P.C.P.), stamped "CHASTAIN-SKILLMAN LB-262"
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PLAT PREPARED BY:
CHASTAIN-SKILLMAN, INC.
John Richard Noland, Jr., P.S.M.
Florida Registration # 5923
LICENSED BUSINESS NUMBER 262
4705 OLD STATE ROAD 37
LAKELAND, FLORIDA 33813
(853) 646-1402

***Proposed Budget
Fiscal Year 2018***

***Lake Ashton II Community
Development District***

May 12, 2017



Lake Ashton II
Community Development District

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Amortization Schedule - 2006A

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Lake Ashton II

Community Development District

General Fund

Description	Adopted Budget FY 2017	Actual Thru 3/31/2017	Projected Next 6 Months	Total Projected 9/30/2017	Proposed Budget FY 2018
Revenues					
Special Assessments - Tax Collector	\$743,486	\$678,594	\$64,892	\$743,486	\$743,486
Assessments - Direct	\$515,531	\$389,000	\$515,531	\$904,531	\$515,531
Pickleball Revenues	\$0	\$0	\$29,827	\$29,827	\$0
Miscellaneous Revenues	\$0	\$11,261	\$5,000	\$16,261	\$1,000
Interest Earned	\$0	\$1,451	\$1,000	\$2,451	\$1,000
Carry Forward Surplus	\$0	\$164,083	\$0	\$164,083	\$833,144
TOTAL REVENUES	\$1,259,017	\$1,244,388	\$616,250	\$1,860,639	\$2,094,161
Expenditures					
Administrative					
Engineering	\$10,000	\$12,500	\$12,500	\$25,000	\$12,000
Arbitrage	\$2,500	\$1,250	\$1,250	\$2,500	\$2,500
Dissemination	\$6,000	\$3,000	\$3,000	\$6,000	\$6,000
Attorney	\$20,000	\$10,049	\$9,951	\$20,000	\$20,000
Annual Audit	\$5,400	\$0	\$5,400	\$5,400	\$5,600
Trustee Fees	\$6,500	\$0	\$6,500	\$6,500	\$6,500
Management Fees	\$47,408	\$23,704	\$23,704	\$47,408	\$47,408
Computer Time	\$1,000	\$500	\$500	\$1,000	\$1,000
Telephone	\$50	\$0	\$20	\$20	\$50
Postage	\$1,500	\$814	\$686	\$1,500	\$1,500
Printing & Binding	\$1,200	\$614	\$586	\$1,200	\$1,200
Insurance	\$30,558	\$28,225	\$0	\$28,225	\$30,558
Legal Advertising	\$1,000	\$102	\$399	\$500	\$500
Other Current Charges	\$1,700	\$1,158	\$842	\$2,000	\$2,000
Office Supplies	\$150	\$62	\$238	\$300	\$300
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
TOTAL ADMINISTRATIVE EXPENDITURES	\$135,140	\$82,153	\$65,575	\$147,728	\$137,290
Maintenance					
Salaries & Wages - HFC	\$105,000	\$51,931	\$51,570	\$103,501	\$105,000
FICA	\$8,033	\$3,973	\$3,945	\$7,918	\$8,033
Health Insurance Coverage	\$8,500	\$4,247	\$4,228	\$8,475	\$8,500
Exercise Instructors	\$14,500	\$7,125	\$7,125	\$14,250	\$14,500
Gate Attendants	\$165,000	\$79,116	\$91,291	\$170,407	\$182,582
Security Services	\$2,700	\$1,377	\$1,324	\$2,700	\$2,700
Refuse	\$4,300	\$2,216	\$2,084	\$4,300	\$4,300
Pest Control	\$1,700	\$785	\$915	\$1,700	\$1,700
Telephone/Internet	\$12,000	\$7,548	\$6,452	\$14,000	\$14,000
Electric	\$110,000	\$47,762	\$52,238	\$100,000	\$100,000
Gas	\$30,000	\$14,663	\$7,000	\$21,663	\$25,000
Water	\$21,000	\$11,410	\$9,590	\$21,000	\$21,000
W.C. Insurance	\$2,000	\$2,436	\$0	\$2,436	\$2,500
Maintenance	\$25,000	\$37,959	\$20,000	\$57,959	\$60,000
Cleaning Services	\$39,360	\$20,130	\$19,680	\$39,810	\$39,360
Landscape Maintenance	\$144,012	\$72,006	\$72,006	\$144,012	\$148,332
Irrigation Repairs	\$5,000	\$0	\$1,200	\$1,200	\$2,000
Plant Replacement	\$10,000	\$0	\$4,500	\$4,500	\$5,000
Pool Maintenance	\$11,100	\$4,238	\$5,000	\$9,238	\$10,000
Lake Maintenance	\$12,200	\$10,292	\$4,350	\$14,642	\$15,000
Pond Repairs	\$200	\$0	\$0	\$0	\$0
Permits/Inspections	\$1,500	\$0	\$1,093	\$1,093	\$1,500
Special Events	\$3,000	\$139	\$2,861	\$3,000	\$3,000
Office Supplies/Printing/Binding	\$8,000	\$7,284	\$2,066	\$9,350	\$10,000
Equipment	\$6,500	\$4,853	\$1,647	\$6,500	\$6,500
Contingency	\$10,500	\$38,519	\$1,000	\$39,519	\$20,000
TOTAL FIELD EXPENDITURES	\$761,105	\$430,009	\$373,164	\$803,173	\$810,507
First Quarter Operating Reserves	\$0	\$0	\$0	\$0	\$229,310
Capital Reserve					
Capital Projects	\$312,773	\$15,527	\$31,240	\$46,766	\$917,055
Pickleball Land Acquisition	\$50,000	\$0	\$29,827	\$29,827	\$0
TOTAL RESERVE EXPENDITURES	\$362,773	\$15,527	\$61,067	\$76,593	\$1,146,364
TOTAL EXPENDITURES	\$1,259,017	\$527,688	\$499,806	\$1,027,495	\$2,094,161
Assigned Fund Balance	\$0	\$716,700	\$116,444	\$833,144	\$0

	FY 2015	FY 2016	FY 2017	FY 2018
NET ASSESSMENTS	\$1,259,014	\$1,259,017	\$1,259,017	\$1,259,017
PLUS COLLECTION FEES (7%)	\$94,765	\$94,765	\$94,765	\$94,765
GROSS ASSESSMENTS	\$1,353,779	\$1,353,782	\$1,353,782	\$1,353,782
NO. OF TOTAL PLANNED UNITS	703	703	703	703
GOLF COURSE	15	15	15	15
GROSS PER UNIT ASSESSMENT	\$1,885	\$1,885	\$1,885	\$1,885

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2018

REVENUES:

Assessments – Tax Collector:

The District will levy a non ad-valorem special assessment on the platted property within the District and certify to the Polk County Tax Collector for collection to fund operating expenditures of the District.

Assessments – Direct:

The District will levy non ad-valorem special assessments on the undeveloped property within the District and directly collect assessments to fund operating expenditures of the District.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District including attendance and preparation for board meetings, etc.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2005A&B and Series 2006A&B Capital Improvement Revenue Bonds.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c) (2)-12(b) (5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District issued Series 2005A&B and Series 2006A&B Capital Improvement Revenue Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services. These services are further outlined in Exhibit "A" of the Management Agreement.

Computer Time

The District processes all of its financial activities, i.e., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services.

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2018

Telephone

Telephone and fax machine.

Postage:

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that are incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Maintenance:

Salaries & Wages – HFC

The District has employed personal to manage and supervise the Health Fitness Center.

FICA

These expenses represent the Employer's share of Social Security and Medicare taxes withheld from the HFC employees.

Health Insurance Coverage

This represents reimbursement to the HFC employees for their health insurance coverage.

Exercise Instructors

This represents payment to two (2) exercise instructors hired for the HFC.

Gate Attendants

The District has contracted Securitas Security Services for the security services within the CDD.

Security Services

The District has contracted ADT for the monthly services of the cameras.

Refuse

The District has obtained a contract with Florida Refuse for garbage services.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2018

Pest Control

Florida Pest Control provides pest control for bugs, mosquitoes and rodent control.

Telephone/Internet

Brighthouse provides Internet, network, server, and telephone services.

Electric

TECO provides electric services.

Gas

Amerigas Propane provides gas to the District.

Water

City of Winter Haven provides water services.

Workers Comp. Insurance

The District's Workers Comp. Insurance policy is with SUMMIT who specializes in providing insurance coverage to governmental agencies.

Maintenance

The District utilizes the following companies for maintenance services:

Kincaid Eclectic – Electrical Services

The Hartline Alarm Comp. – Alarm Services

Cleaning Services

The District has contacted Magic Genie Cleaning Service for cleaning services at the Fitness Center and the Guard House.

Landscape Maintenance/Irrigation Repairs/Plant Replacement

The District has contracted Yellowstone Landscape to provide landscape maintenance services which include mowing, edging, trimming, etc.

Pool Maintenance

Poolsure provides the pool and spa cleaning services to the District.

Lake Maintenance

The District has contracted with Applied Aquatic Management for the maintenance of the lakes.

Pond Maintenance

This represents small maintenance expenses for the ponds.

Permits/Inspections

The District is required to renew permits and other inspections on an annual basis with the City of Winter Haven, Polk County and The State of Florida to comply with regulations.

Special Events

The District will have shows and dances throughout the year.

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2018

Office Supplies/Printing & Binding

The District has leased (2) two copiers, one with DEX Imaging, Inc. and the other with CIT Technology Fin. Services, Inc. Within these expenses the District will have office supplies such as paper, etc...

Equipment

The District has XM Radio, music system and Exercise Equipment with Commercial Fitness Products.

Contingency

A contingency for any unanticipated and unscheduled cost to the District.

Capital Reserves

Represents any new capital expenditures the District may need to make during the Fiscal Year.

Lake Ashton II

Community Development District

Debt Service Fund Series 2005A

Description	Adopted Budget FY 2017	Actual Thru 3/31/2017	Projected Next 6 Months	Total Projected 9/30/2017	Proposed Budget FY 2018
Revenues					
(1) Assessments - On Roll (A)	\$443,922	\$401,959	\$41,963	\$443,922	\$443,922
Interest Income	\$0	\$680	\$250	\$930	\$0
(2) Carry Forward Surplus	\$146,394	\$196,222	\$0	\$196,222	\$152,839
TOTAL REVENUES	\$590,316	\$598,860	\$42,213	\$641,073	\$596,761
Expenditures					
Series 2005A					
Interest - 11/1	\$144,722	\$144,722	\$0	\$144,722	\$139,347
Special Call - 11/1	\$0	\$45,000	\$0	\$45,000	\$0
Interest - 5/1	\$144,722	\$0	\$143,513	\$143,513	\$139,347
Principal - 5/1	\$155,000	\$0	\$155,000	\$155,000	\$165,000
TOTAL EXPENDITURES	\$444,444	\$189,722	\$298,513	\$488,234	\$443,694
EXCESS REVENUES	\$145,872	\$409,138	(\$256,299)	\$152,839	\$153,067
(1) Maximum Annual Debt Service	11/1/2015		11/1/2018 Interest		\$134,913
(2) Carry forward surplus is net of the reserve requirement and Deferred Costs			2005 A		

	FY 2016	FY 2017	FY 2018
NET ASSESSMENTS	\$455,671.98	\$443,921.99	\$443,921.99
PLUS COLLECTION FEES (7%)	\$34,297.89	\$33,413.48	\$33,413.48
GROSS ASSESSMENTS	\$489,969.87	\$477,335.47	\$477,335.47
NO. OF UNITS	361	351	351
GOLF COURSE	\$33,868	\$33,868	\$33,868
GROSS PER UNIT ASSESSMENT	\$1,263.44	\$1,263.44	\$1,263.44

Lake Ashton II

Amortization Schedule

Community Development District

Series 2005A, Capital Improvement Revenue Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
05/01/16	\$ 5,530,000.00	5.38%	\$ 145,000.00	\$ 148,618.75	\$ -
11/01/16	\$ 5,385,000.00	5.38%	\$ 45,000.00	\$ 144,721.88	\$ 483,340.63
05/01/17	\$ 5,340,000.00	5.38%	\$ 155,000.00	\$ 143,512.50	\$ -
11/01/17	\$ 5,185,000.00	5.38%	\$ -	\$ 139,346.88	\$ 437,859.38
05/01/18	\$ 5,185,000.00	5.38%	\$ 165,000.00	\$ 139,346.88	\$ -
11/01/18	\$ 5,020,000.00	5.38%	\$ -	\$ 134,912.50	\$ 439,259.38
05/01/19	\$ 5,020,000.00	5.38%	\$ 175,000.00	\$ 134,912.50	\$ -
11/01/19	\$ 4,845,000.00	5.38%	\$ -	\$ 130,209.38	\$ 440,121.88
05/01/20	\$ 4,845,000.00	5.38%	\$ 185,000.00	\$ 130,209.38	\$ -
11/01/20	\$ 4,660,000.00	5.38%	\$ -	\$ 125,237.50	\$ 440,446.88
05/01/21	\$ 4,660,000.00	5.38%	\$ 195,000.00	\$ 125,237.50	\$ -
11/01/21	\$ 4,465,000.00	5.38%	\$ -	\$ 119,996.88	\$ 440,234.38
05/01/22	\$ 4,465,000.00	5.38%	\$ 205,000.00	\$ 119,996.88	\$ -
11/01/22	\$ 4,260,000.00	5.38%	\$ -	\$ 114,487.50	\$ 439,484.38
05/01/23	\$ 4,260,000.00	5.38%	\$ 215,000.00	\$ 114,487.50	\$ -
11/01/23	\$ 4,045,000.00	5.38%	\$ -	\$ 108,709.38	\$ 438,196.88
05/01/24	\$ 4,045,000.00	5.38%	\$ 225,000.00	\$ 108,709.38	\$ -
11/01/24	\$ 3,820,000.00	5.38%	\$ -	\$ 102,662.50	\$ 436,371.88
05/01/25	\$ 3,820,000.00	5.38%	\$ 240,000.00	\$ 102,662.50	\$ -
11/01/25	\$ 3,580,000.00	5.38%	\$ -	\$ 96,212.50	\$ 438,875.00
05/01/26	\$ 3,580,000.00	5.38%	\$ 250,000.00	\$ 96,212.50	\$ -
11/01/26	\$ 3,330,000.00	5.38%	\$ -	\$ 89,493.75	\$ 435,706.25
05/01/27	\$ 3,330,000.00	5.38%	\$ 265,000.00	\$ 89,493.75	\$ -
11/01/27	\$ 3,065,000.00	5.38%	\$ -	\$ 82,371.88	\$ 436,865.63
05/01/28	\$ 3,065,000.00	5.38%	\$ 280,000.00	\$ 82,371.88	\$ -
11/01/28	\$ 2,785,000.00	5.38%	\$ -	\$ 74,846.88	\$ 437,218.75
05/01/29	\$ 2,785,000.00	5.38%	\$ 295,000.00	\$ 74,846.88	\$ -
11/01/29	\$ 2,490,000.00	5.38%	\$ -	\$ 66,918.75	\$ 436,765.63
05/01/30	\$ 2,490,000.00	5.38%	\$ 315,000.00	\$ 66,918.75	\$ -
11/01/30	\$ 2,175,000.00	5.38%	\$ -	\$ 58,453.13	\$ 440,371.88
05/01/31	\$ 2,175,000.00	5.38%	\$ 330,000.00	\$ 58,453.13	\$ -
11/01/31	\$ 1,845,000.00	5.38%	\$ -	\$ 49,584.38	\$ 438,037.50
05/01/32	\$ 1,845,000.00	5.38%	\$ 350,000.00	\$ 49,584.38	\$ -
11/01/32	\$ 1,495,000.00	5.38%	\$ -	\$ 40,178.13	\$ 439,762.50
05/01/33	\$ 1,495,000.00	5.38%	\$ 370,000.00	\$ 40,178.13	\$ -
11/01/33	\$ 1,125,000.00	5.38%	\$ -	\$ 30,234.38	\$ 440,412.50
05/01/34	\$ 1,125,000.00	5.38%	\$ 390,000.00	\$ 30,234.38	\$ -
11/01/34	\$ 735,000.00	5.38%	\$ -	\$ 19,753.13	\$ 439,987.50
05/01/35	\$ 735,000.00	5.38%	\$ 410,000.00	\$ 19,753.13	\$ -
11/01/35	\$ 325,000.00	5.38%	\$ -	\$ 8,734.38	\$ 438,487.50
05/01/36	\$ 325,000.00	5.38%	\$ 325,000.00	\$ 8,734.38	\$ 333,734.38
TOTAL			\$ 5,530,000.00	\$ 3,621,540.63	\$ 9,151,540.63

Lake Ashton II

Community Development District

Debt Service Fund
Series 2006A

<u>Description</u>	<u>Adopted Budget FY 2017</u>	<u>Proposed Budget FY 2018</u>
Revenues		
Other Revenue Sources	\$344,290	\$344,290
TOTAL REVENUES	\$344,290	\$344,290
Expenditures		
Interest - 11/1	\$115,143	\$112,360
Interest - 5/1	\$115,143	\$112,360
Principal - 5/1	\$105,000	\$115,000
TOTAL EXPENDITURES	\$335,286	\$339,720
EXCESS REVENUES	\$9,004	\$4,570

Lake Ashton II

Community Development District

Amortization Schedule

Series 2006A, Capital Improvement Revenue Bonds

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
05/01/07	\$ 5,025,000.00	5.30%	\$ -	\$ 110,968.75	\$ 110,968.75
11/01/07	\$ 5,025,000.00	5.30%	\$ -	\$ 133,162.50	
05/01/08	\$ 5,025,000.00	5.30%	\$ -	\$ 133,162.50	\$ 266,325.00
11/01/08	\$ 5,025,000.00	5.30%	\$ -	\$ 133,162.50	
05/01/09	\$ 5,025,000.00	5.30%	\$ 70,000.00	\$ 133,162.50	\$ 336,325.00
11/01/09	\$ 4,955,000.00	5.30%	\$ -	\$ 131,307.50	
05/01/10	\$ 4,955,000.00	5.30%	\$ 75,000.00	\$ 131,307.50	\$ 337,615.00
11/01/10	\$ 4,880,000.00	5.30%	\$ -	\$ 129,320.00	
05/01/11	\$ 4,880,000.00	5.30%	\$ 80,000.00	\$ 129,320.00	\$ 338,640.00
11/01/11	\$ 4,800,000.00	5.30%	\$ -	\$ 127,200.00	
05/01/12	\$ 4,800,000.00	5.30%	\$ 85,000.00	\$ 127,200.00	\$ 339,400.00
11/01/12	\$ 4,715,000.00	5.30%	\$ -	\$ 124,947.50	
05/01/13	\$ 4,715,000.00	5.30%	\$ 85,000.00	\$ 124,947.50	\$ 334,895.00
11/01/13	\$ 4,630,000.00	5.30%	\$ -	\$ 122,695.00	
05/01/14	\$ 4,630,000.00	5.30%	\$ 90,000.00	\$ 122,695.00	\$ 335,390.00
11/01/14	\$ 4,540,000.00	5.30%	\$ -	\$ 120,310.00	
05/01/15	\$ 4,540,000.00	5.30%	\$ 95,000.00	\$ 120,310.00	\$ 335,620.00
11/01/15	\$ 4,445,000.00	5.30%	\$ -	\$ 117,792.50	
05/01/16	\$ 4,445,000.00	5.30%	\$ 100,000.00	\$ 117,792.50	\$ 335,585.00
11/01/16	\$ 4,345,000.00	5.30%	\$ -	\$ 115,142.50	
05/01/17	\$ 4,345,000.00	5.30%	\$ 105,000.00	\$ 115,142.50	\$ 335,285.00
11/01/17	\$ 4,240,000.00	5.30%	\$ -	\$ 112,360.00	
05/01/18	\$ 4,240,000.00	5.30%	\$ 115,000.00	\$ 112,360.00	\$ 339,720.00
11/01/18	\$ 4,125,000.00	5.30%	\$ -	\$ 109,312.50	
05/01/19	\$ 4,125,000.00	5.30%	\$ 120,000.00	\$ 109,312.50	\$ 338,625.00
11/01/19	\$ 4,005,000.00	5.30%	\$ -	\$ 106,132.50	
05/01/20	\$ 4,005,000.00	5.30%	\$ 125,000.00	\$ 106,132.50	\$ 337,265.00
11/01/20	\$ 3,880,000.00	5.30%	\$ -	\$ 102,820.00	
05/01/21	\$ 3,880,000.00	5.30%	\$ 130,000.00	\$ 102,820.00	\$ 335,640.00
11/01/21	\$ 3,750,000.00	5.30%	\$ -	\$ 99,375.00	
05/01/22	\$ 3,750,000.00	5.30%	\$ 140,000.00	\$ 99,375.00	\$ 338,750.00
11/01/22	\$ 3,610,000.00	5.30%	\$ -	\$ 95,665.00	
05/01/23	\$ 3,610,000.00	5.30%	\$ 145,000.00	\$ 95,665.00	\$ 336,330.00
11/01/23	\$ 3,465,000.00	5.30%	\$ -	\$ 91,822.50	
05/01/24	\$ 3,465,000.00	5.30%	\$ 155,000.00	\$ 91,822.50	\$ 338,645.00
11/01/24	\$ 3,310,000.00	5.30%	\$ -	\$ 87,715.00	
05/01/25	\$ 3,310,000.00	5.30%	\$ 165,000.00	\$ 87,715.00	\$ 340,430.00
11/01/25	\$ 3,145,000.00	5.30%	\$ -	\$ 83,342.50	
05/01/26	\$ 3,145,000.00	5.30%	\$ 175,000.00	\$ 83,342.50	\$ 341,685.00
11/01/26	\$ 2,970,000.00	5.30%	\$ -	\$ 78,705.00	
05/01/27	\$ 2,970,000.00	5.30%	\$ 180,000.00	\$ 78,705.00	\$ 337,410.00
11/01/27	\$ 2,790,000.00	5.30%	\$ -	\$ 73,935.00	
05/01/28	\$ 2,790,000.00	5.30%	\$ 190,000.00	\$ 73,935.00	\$ 337,870.00
11/01/28	\$ 2,600,000.00	5.30%	\$ -	\$ 68,900.00	
05/01/29	\$ 2,600,000.00	5.30%	\$ 200,000.00	\$ 68,900.00	\$ 337,800.00
11/01/29	\$ 2,400,000.00	5.30%	\$ -	\$ 63,600.00	
05/01/30	\$ 2,400,000.00	5.30%	\$ 215,000.00	\$ 63,600.00	\$ 342,200.00
11/01/30	\$ 2,185,000.00	5.30%	\$ -	\$ 57,902.50	
05/01/31	\$ 2,185,000.00	5.30%	\$ 225,000.00	\$ 57,902.50	\$ 340,805.00
11/01/31	\$ 1,960,000.00	5.30%	\$ -	\$ 51,940.00	
05/01/32	\$ 1,960,000.00	5.30%	\$ 235,000.00	\$ 51,940.00	\$ 338,880.00
11/01/32	\$ 1,725,000.00	5.30%	\$ -	\$ 45,712.50	
05/01/33	\$ 1,725,000.00	5.30%	\$ 250,000.00	\$ 45,712.50	\$ 341,425.00
11/01/33	\$ 1,475,000.00	5.30%	\$ -	\$ 39,087.50	
05/01/34	\$ 1,475,000.00	5.30%	\$ 265,000.00	\$ 39,087.50	\$ 343,175.00
11/01/34	\$ 1,210,000.00	5.30%	\$ -	\$ 32,065.00	
05/01/35	\$ 1,210,000.00	5.30%	\$ 280,000.00	\$ 32,065.00	\$ 344,130.00
11/01/35	\$ 930,000.00	5.30%	\$ -	\$ 24,645.00	
05/01/36	\$ 930,000.00	5.30%	\$ 295,000.00	\$ 24,645.00	\$ 344,290.00
11/01/36	\$ 635,000.00	5.30%	\$ -	\$ 16,827.50	
05/01/37	\$ 635,000.00	5.30%	\$ 310,000.00	\$ 16,827.50	\$ 343,655.00
11/01/37	\$ 325,000.00	5.30%	\$ -	\$ 8,612.50	
05/01/38	\$ 325,000.00	5.30%	\$ 325,000.00	\$ 8,612.50	\$ 342,225.00
TOTAL			\$ 5,025,000.00	\$ 5,522,003.75	\$ 10,547,003.75



FLORIDA LIFT
SYSTEMS INC.
MATERIAL HANDLING SOLUTIONS • SINCE 1952

Southern States
TOYOTALift
Material Handling Equipment & Solutions



TOYOTA
INDUSTRIAL EQUIPMENT

Southern States Material Handling
115 South 78th Street
Tampa, Florida 33619
Phone: 813-621-1000

To: Lake Ashton CDD
6052 Pebble Beach Blvd
Winter Haven, FL 33884

Date: March 15, 2017

Attn: Mary Bosman

Phone: 863-595-1562

We respectfully submit this quotation for the following Factory refurbished JLG 1930ES Electric Scissor Lift (1 each):



Power Source

Batteries	4 x 6V, 220 amp-hour
Charger	20 amp automatic (120V/240V – 50/60Hz)

General

Brakes	Electric, Friction
Capacity - Hydraulic Reservoir	1 gal. / 4.73 L
Ground Bearing Pressure	109 psi / 7.63 Kg/cm ²
Hydraulic Pump	Fixed Displacement Gear
Machine Weight	2710 lb / 1229.24 kg

Performance

Drive Speed - Platform Elevated	0.50 mph / 0.80 km/h
Drive Speed - Platform Lowered	3 mph / 4.83 km/h
Drive System	24V Electric
Gradeability	25 %

Performance

Lift Time	26 sec.
Lower Time	30 sec.
Maximum Drive Height	18 ft 9 in. / 5.72 m
Maximum Lift Height	19 ft / 5.72 m
Platform Capacity - Extension	250 lb / 113.40 kg
Platform Capacity - Unrestricted	500 lb / 226.80 kg
Turning Radius - Outside	5 ft 9 in. / 1.75 m

Dimensional Data

Ground Clearance	4 in. / 0.09 m
Machine Height	6 ft 6 in. / 1.98 m
Machine Length	6 ft 2 in. / 1.87 m
Machine Width	2 ft 6 in. / 0.76 m
Platform Dimension A	2 ft 6 in. / 0.76 m
Platform Dimension B	6 ft 2 in. / 1.87 m
Platform Extension Length	3 ft / 0.9 m
Platform Height	18 ft 9 in. / 5.72 m
Platform Height - Lowered	2 ft 10 in. / 0.86 m
Platform Railing Height	3 ft 7 in. / 1.1 m
Tire Size	12.5 x 4 in
Wheelbase	5 ft 3 in. / 1.6 m

Reach Specifications

Platform Height	18 ft 9 in. / 5.72 m
Working Height	24 ft 9 in. / 7.54 m

Standard Features:

- Proportional Controls
- Drywall Gate
- 110V-AC Receptacle in Platform
- Automatic Traction Control (ATC)
- Slide-Out Battery Trays
- Horn
- Manual Descent Pull Cable
- Moveable, Removable Platform Control Console
- Lubrication Free Scissor Arm Bushings
- Mechanized Pothole Protection
- Nickel Plated Pins
- Fork Lift Pockets, Lift from Side and Rear
- Tilt Alarm and Light
- Industry Leading Duty Cycles
- Battery Condition Indicator
- Fold-Down Handrails
- 20 Amp Automatic SCR Charger
- All Motion Alarm
- Hourmeter
- 36 in. (.91 m) Roll-Out Deck Extension
- Lanyard Attach Points
- Scissor Maintenance Prop
- Powder-Coated
- Machine Tie Downs
- Four 6V, 220 Amp-Hour Deep Cycle Batteries

ANSI, OSHA & CSA Compliant

Warranty

Our JLG Lifts feature a one year Standard Warranty and on specified major structural components. These machines meet or exceed applicable OSHA regulations in 29 CFR 1910.67, 29CFR 1926.453, ANSI A92.5-2006 and CSA standard B354.4-02 as originally manufactured for intended applications.

We offer a JLG factory authorized warranty on all JLG Industrial Equipment

<i>Investment</i>	JLG 1930ES Electric Scissor Lift as specified above: FOB Delivered (Tampa, FL)	\$8,900	Each
	Net Price: Not including Tax	\$8,900	Each

Financing and Maintenance A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Extra Care and Total Care Maintenance programs are available. Maintenance rates exclude tires, lights, alarms, seats, forks, and abuse. Your representative has details for each plan.

1. **60-month Capital Lease with \$101 purchase contract.** Total monthly payments of **\$172.71** plus applicable taxes. First payment is due in advance.
-
-

Terms and Conditions

Payment: Net Upon Receipt / Cash or Financed
Delivery: To a Polk County address is \$350, not included in Net Pricing
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval
Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.
Some options and configurations may void UL.
Conditions subject to change to those in effect at time of delivery.
Your signature on this proposal constitutes an order.
Please contact your JLG sales representative for additional information.

Sincerely,
Southern States Material Handling
By: _____
Name: Billy Regan
Title: Account Manager

Accepted:
By: _____
Name: _____
Title: _____
Date: _____

TERMS

1. QUOTATION: This proposal on behalf of Seller is an invitation for offers upon the terms stated herein. All orders and contracts that may result and be based upon such new materials is a quoted herein which Seller must purchase from other manufacturers are subject to prior acceptance of Seller order or contracts for such material by such manufacturers.

2. ACCEPTANCE: Seller hereby accepts Buyer's order for equipment described on the face hereof, but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof.

The terms hereof shall survive (i) delivery of the equipment ordered hereunder, and (ii) the signing of an additional security agreement by Buyer and Seller relating to such equipment. If said terms conflict with such security agreement, the terms of the latter shall control.

3. PRICES: Prices stated herein are based on present costs. Such prices are subject to increase to Seller at any time prior to acceptance of your order by Seller to the extent necessary to cover Seller's increased costs applicable thereto.

4. TAXES: The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.

5. PAYMENT: Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof or as shipments are made and invoices rendered. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.

6. DELAYS: Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to compliance with any regulation, orders, or instructions of any federal, state or municipal government or any department of agency thereof, acts of God, acts of omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns, or alterations, embargos, war, riot, delay in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources and any delays resulting from any such cause shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.

7. CANCELLATION: Buyer may cancel its order, reduce quantities, revise specifications, or extend schedules only by mutual agreement as to a reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting there from.

8. SHIPMENT: Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information.

9. SECURITY INTEREST AND DEFAULT: Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charge, is paid in full by the Buyer, Buyer agrees to sign and deliver to Seller any additional security agreement required by Seller. If buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and for the equipment accepted by it on account on the sale price, if any, and apply the same toward payment of its damager. If equipment ordered has been delivered to Buyer and Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossessions and disposition of equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity.

10. WARRANTY: Seller warrant each new product to be free from defects in material and workmanship under normal use and maintenance as herein provided. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at Seller's option any part which under normal and proper use and maintenance proves defective in material or workmanship within the period of time or the hours of operation specified by the original manufacturer, provided, however, that notice of any such defect and satisfactory proof thereof is promptly given by Buyer to Seller, and thereafter such part is returned to Seller, with transportation charges prepaid, and Seller's favor existing at law or in equity.

This warranty does not apply in respect of damage to any product or accessory or attachment thereof caused by overloading or their misuse, neglect or accident, nor does this warranty apply to any product or accessory or attachment thereof which has been repaired or altered in any way which, in the sole judgment of Seller, affects the performance, stability of general purpose for which it was manufactured.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

USED PRODUCTS OTHER THAN REFURBISHED OR REBUILT INDUSTRIAL FOR TRUCKS ARE SOLD ON "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

This warranty does not apply to batteries, tires, distributor points, spark plugs or other trade accessories which are covered by the existing warranties, if any, of the respective manufacturers thereof.

11. PATENTS: Seller shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against Buyer so far as based on a contention that any product of Seller's design furnished hereunder constitutes an infringement of any United States patent, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense or settlement of same, and in such event Seller shall pay the judgment and any costs awarded against Buyer in any such litigation. The forgoing states the entire liability of Seller for patent infringement by said product.

12. ARBITRATION: Any controversy or claim arising out of relating to Buyer's order, or any breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.

13. ENTIRE AGREEMENT: The provisions hereof are intended by Buyer and Seller and a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by an authorized officer of Seller's office as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.

Initial _____



*Toyota Motor Credit Corporation

115 South 78th Street
Tampa, FL 33619-4220

Tel: (800) 226-2345
Fax: (813) 626-4713

CREDIT APPLICATION AND AGREEMENT

Credit Line Request \$ _____

Account Number: _____

Dealer:	Sales Person:	Contact Number:	Fax Number:
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COMPANY INFORMATION

Exact Legal Name of Corporation or Owner(s) (hereinafter referred to as "Applicant"):

*****ABOVE BOX MUST BE FILLED OUT IN ORDER TO PROCESS THIS CREDIT APPLICATION *****

Sole Proprietor (Also Requires Noted Section Completed) Partnership Limited Liability Company Corporation Other:

DBA/Trade Names: _____

Mailing/Billing Address:	City:	State:	Zip Code:
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Physical Delivery Address (if different):	City:	State:	Zip Code:
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Business Phone Number:	Fax Number:	Years in Business:	Trading: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> N/A
------------------------	-------------	--------------------	--

Parent Company Name:	Address:	City:	State:	Zip:
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Federal ID Number:	Industry:	Sales Tax Exempt: <input type="checkbox"/> Yes # _____ <input type="checkbox"/> No If YES (copy of current exemption certificate, MUST BE ATTACHED)
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P.O. Required: Yes No **Credit Request for:** Rental Service/Parts Purchase of Truck Lease Finance

* FOLLOWING SECTION IS REQUIRED FOR LEASE AGREEMENT

Financial statements available: <input type="checkbox"/> Yes <input type="checkbox"/> No	Any prior repossessions: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

Existing TMCC customer: <input type="checkbox"/> Yes <input type="checkbox"/> No	Any prior bankruptcy filings: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Does your business operate outside of the US: <input type="checkbox"/> Yes <input type="checkbox"/> No	Any outstanding liens or judgments: <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

CORPORATE OFFICERS AND PARTNERS

(1) Name:	Title:	Social Security Number:
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Street:	City:	State:	Zip Code:
---------	-------	--------	-----------

(2) Name:	Title:	Social Security Number:
-----------	--------	-------------------------

Street:	City:	State:	Zip Code:
---------	-------	--------	-----------

SOLE PROPRIETORS

(Skip this section if applicant is not a sole proprietor)

Owner Name:	Social Security Number:	Date of Birth:
-------------	-------------------------	----------------

Home Address:	City:	State:	Zip Code:
---------------	-------	--------	-----------

<input type="checkbox"/> Rent <input type="checkbox"/> Own	Monthly Rent/Mortgage:	Home Phone Number:	Mobil Phone Number:
--	------------------------	--------------------	---------------------

* Personal References: (Skip this section if applicant is not a sole proprietor)				
(1) Name:		Relationship:		Phone Number:
Street:		City:	State:	Zip Code:
(2) Name:		Relationship:		Phone Number:
Street:		City:	State:	Zip Code:
(3) Name:		Relationship:		Phone Number:
Street:		City:	State:	Zip Code:

Monthly Obligations to Others:			
Credit: \$	Lines: \$	Alimony/Child Support: \$	Other: \$
Business/Employment Information:			
First time owner operator: <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, years of experience as a driver:	If no, years of experience as an owner operator:
Number of years in business/employed:		If previous employer is less than 5 years at current employment:	
Name of previous employer:			
Street:		City:	State: Zip Code:

PURCHASING/AP CONTACT INFORMATION		
Accounts Payable Contact:	Phone Number:	Email:
Purchasing Contact:	Phone Number:	Email:

BUSINESS BANK ACCOUNT			
Name of Bank:			Type of Account:
Street:		City:	State: Zip Code:
Account Number:	Phone Number:	Fax Number:	

TRADE REFERENCES			
(1) Company Name:		City:	State:
Contact Name:	Account:	Phone Number:	Fax Number:
(2) Company Name:		City:	State:
Contact Name:	Account:	Phone Number:	Fax Number:
(3) Company Name:		City:	State:
Contact Name:	Account:	Phone Number:	Fax Number:

* INSURANCE FOR EQUIPMENT				
Name of Insurance Company:	Contact Name:	Phone Number:	Policy Number:	Exp. Date:
If Self-insured, does applicant have a contingent policy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, please provide details:		

***FAIR CREDIT REPORTING ACT (FCRA) DISCLOSURE**

If the undersigned is an Individual or sole proprietor: This application for credit will be submitted to Toyota Motor Credit Corporation ("TMCC") at 19001 S. Western Ave, Torrance, CA 90501 for consideration as to whether it meets purchase requirements.

***SIGNATURES**

Each of the undersigned agrees, represents and warrants as follows with respect to themselves alone and with respect to the information related to themselves alone. This completed form is furnished to TMCC in connection with an application for financing a business purchase or lease of commercial use equipment or vehicle(s) and TMCC will rely on the information furnished in connection with this application in making its decision. The undersigned represents and warrants that all information contained in the above application and in all financial statements or other information provided to TMCC in connection with this application, is complete, true and correct, and accurately represents the financial condition of the undersigned. The undersigned has no knowledge of any liabilities, contingent or otherwise, not reflected in this application or any of the financial statements provided to TMCC in connection with this application. Since the date of the most recent financial statements furnished to TMCC in connection with this application, there have been no materially adverse changes in the financial condition of the subject of the statements. If the undersigned is an individual or sole proprietor, the undersigned further agrees as follows: I authorize TMCC to investigate my credit and employment history and to obtain a consumer credit report on me from one or more credit reporting agencies. If credit is granted, I authorize TMCC to obtain subsequent consumer credit reports on me in connection with any update, renewal or extension of credit, collection of the account, or other legitimate business purposes associated with the account, and to release information about its credit experience with me to others as permitted by law.

AGREEMENT

The person(s) signing this application and Agreement on behalf of Applicant warrant that the above information is complete and accurate; and hereby agree to the following terms and conditions:

1. The undersigned agree to immediately notify Southern States Material Handling, Inc., and its wholly owned subsidiaries of any change in ownership, form, or business name of the Applicant. This instrument shall be as effective in photocopy or fax form as in the original and shall remain in full force until written notice of revocation is received by Southern States Material Handling, Inc., and its wholly owned subsidiaries. It is agreed that Southern States Material Handling, Inc., and its wholly owned subsidiaries may check the credit of Applicant from time to time by utilizing credit reporting agencies or databases.

2. If legal action is instituted this Agreement shall be governed by the laws of the State of Florida, jurisdiction shall be in the State of Florida, and venue shall be in Hillsborough County, Florida. Applicant stipulates that this choice of jurisdiction provision is freely negotiated between the parties hereto and is not unreasonable, and hereby waives the right to be sued in any other jurisdiction, venue, or county other than Hillsborough County, Florida. It is agreed that interest shall run at the highest legal rate for all amounts found due and owing, together with reasonable attorney's fees, expenses of investigation, court costs, and post-judgment attorney's fees and collection costs. It is further agreed that in the event of court action, all discovery shall be in Hillsborough County, including post-judgment attorney's fees and collection costs. It is further agreed that in the event of court action, all discovery shall be in Hillsborough County, including post-judgment proceedings and the taking of depositions or other discovery in aid of execution.

3. If Applicant is a corporation or partnership, the persons signing this agreement hereby warrant that they have full authority to sign this agreement and obligate the corporation or partnership hereunder, and the said persons hereby jointly, severally, and individually guarantee payment of all present and future indebtedness incurred by Applicant. This guaranty is absolute and continuing, notwithstanding extension of time for payment or failure to give any notices which may be required by law, and shall inure to the benefit of Southern States Material Handling, Inc., and its wholly owned subsidiaries and its successors, legal representatives, and assigns. The obligation of each individual guarantor shall continue until written notice of termination is received by Southern States Material Handling, Inc., and its wholly owned subsidiaries, and shall terminate only as to any individual guarantor giving notice, and only as to any indebtedness incurred after the date such written termination notice is received.

4. This Agreement constitutes the entire agreement between the parties, and no prior oral or written representations, promises or undertakings shall effect, vary, alter, or modify the terms hereof. This Agreement may not be modified, altered or amended except by written agreement signed by the parties hereto. No failure of Southern States Material Handling, Inc., and its wholly owned subsidiaries to exercise any rights hereunder or to insist upon strict compliance hereunder in the event of default, and no customary practice of the parties at variance to the terms hereof, shall constitute a waiver of the rights of Southern States Material Handling, Inc., and its wholly owned subsidiaries to demand compliance with the terms hereof in the event of subsequent default. The word "Applicant" as used herein shall refer to the name of the corporation, partnership or proprietorship applying for credit, as well as to all persons signing this Credit Application. Words used herein in the singular shall refer also to the plural, and words used in the plural shall refer also to the singular.

Signed: _____

Dated: _____

Print Name _____

Title: _____

Signed: _____

Dated: _____

Print Name _____

Title: _____

* Details execution for Toyota Motor Credit Corporation

LAKE ASHTON II CDD PROJECT SCOPE

May 1, 2017

OVERVIEW

1. Project Background and Description

Lake Ashton will soon be populated with an additional 271 houses and optimum space usage is imperative to meet the needs of the growing community as well as better serve the existing residents and guests of Lake Ashton.

2. Project Scope

The proposed additional outdoor furniture in the Rose Garden and adjacent areas will serve a two-fold purpose.

- First, the residents at Lake Ashton will have a large outdoor area to adequately seat and accommodate them for parties and various other outdoor events. Currently the Rose Garden can seat approximately 12 persons. With the proposed additional furniture, an additional 17 persons can be seated, plus the three stand up bars will add space for an additional 12 persons to comfortably manage their beverages and food.
- Second, the additional furniture will create a more marketable space for wedding/special event non-resident rentals that can bring in \$750 per day from May thru October or an additional \$937.50 per day from November thru April, plus an additional \$150 each for any other rooms reserved for the event. There would be additional revenue received to pay for any security officers required for the event.

This project could be amortized through a maximum of six weddings at the lower fee amount, including the purchase of the stone fountain @ \$250.00 within a one year period of time. Our current yearly number of weddings/rented events is more than six.

3. Requirements

The additional outdoor furniture project must;

- Be constructed of commercial grade cast aluminum materials that will withstand the wind, sun and heat of the Central Florida weather.
- Blend in aesthetically with existing outdoor furniture
- Provide a comfortable seating experience
- Be safe and sturdy, but be able to be relocated depending on the layout of each event
- Will be assembled by Maintenance staff at the HFC
- The budget will include the cost of a 3 tiered stone water fountain using the current water supply in the garden (same location) installed by Maintenance staff at HFC
- Not exceed \$5,014 in cost to LA II CDD

4. Affected Parties

Lake Ashton residents, guests and non-resident event holders will enjoy the enhanced accommodation and aesthetics of the additional outdoor furniture and useable space.

5. Future Additions

The addition of large French doors connecting the Community Center to the Rose Garden in the future would further increase the usability of the garden space.

6. Implementation Plan

Recommending the addition of:

- 3 stand up bars @ approx.. \$200 ea. (see attached selections)
- 2 - 48 inch round top tables w/umbrella hole @ \$281.91/ea. OR: 40 " square with chairs included \$511.07 (see attached)
- 8 Covington chairs @ \$197.60 set of 2 houzz.com (4 sets needed if selecting round tables above) (see attached)
- 3 bistro tables includes 2 chairs ea. houzz.com \$144 - \$197.60 set (see attached selections)
- 1 bar set (includes 4 swivel barstools) @ \$2,692.11 from Oakland Living @ Wayfair.com (Hampton 5 piece party bar set) free shipping included. 44 " high, 80 " long, 28 " deep or other selections attached.
- 1 stone 3 tiered water fountain @ \$250 (see attached)

Proposed project amount: \$5,014.

7. Timeline/Schedule

The implementation of this project may require LA II Board of Supervisors discussion/approval which would delay the project until after the May 12, 2017 LA II CDD Board of Supervisors quarterly meeting. The ordering would take 1-3 business days and delivery up to 2 weeks after that.

APPROVAL AND AUTHORITY TO PROCEED

Approved By

Date

Approved By

Date

Warren Construction Management LLC

P.O. Box 1214
Eagle Lake, FL 33839

Estimate

Date	Estimate #
2/9/2017	112

Company Business Number	26-3810636
-------------------------	------------

Name / Address
Lake Ashton II Community Development Dist 6052 Pebble Beach Blvd Winter Haven, FL 33884

Ship To

Vendor #	P.O. No.	Project

Description	Qty	Total
Demo existing computer platform, computer desk, and wiring Build office to drop ceiling approx. 10x12. Install electric per code in office and move computer electric as needed. Separate light circuits as needed. Repair all damaged drywall and drywall office and texture. Move HVAC duct as needed. Install office door to close match exiting. Install trim to match exiting. Paint entire room including new office. Repair any ceiling damage if needed. Install matching tile where stage was removed. Move security cameras into new office. \$1500.00 Allowance Reinstall computer desk and modify length as needed. \$2500.00 Allowance Provide engineered construction plans for permitting. All permit fees. Remove Existing Entrance door and case out Items not included at this time: (do not believe will need at this time) Fire sprinkler movement Added fire pull station of strobes.		28,230.00

Total		\$28,230.00
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Phone #	E-mail	Web Site
863-557-7562	todd.wcm@gmail.com	www.warrencm.com



RECEIVED APR 19 2017

April 17, 2017

Jennifer McConnell
Lake Ashton II Community Development District
5385 North Nob Hill Road
Sunrise, Florida 33351

RE: Lake Ashton II Community Development District Registered Voters

Dear Ms. McConnell,

In response to your request, there are currently **549** voters within the Lake Ashton II Community Development District. This number of registered voters in said District is as of **April 15, 2017**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards
Supervisor of Elections
Polk County, Florida

250 South Broadway • P.O. Box 1460 • Bartow, FL 33831-1460
PHONE: (863) 534-5888 • Fax: (863) 534-5899

www.polkelections.com

Para asistencia en Español, por favor de llamar al (863) 534-5888

**LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

Check Run Summary

2/1/2017 - 4/30/2017

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<i>2/1/2017</i>	<i>1526-1529</i>	<i>\$13,837.78</i>
<i>2/7/2017</i>	<i>1530-1539</i>	<i>\$21,507.96</i>
<i>2/14/2017</i>	<i>1540-1546</i>	<i>\$11,864.91</i>
<i>3/1/2017</i>	<i>1547-1563</i>	<i>\$38,766.40</i>
<i>3/3/2017</i>	<i>1565</i>	<i>\$81.79</i>
<i>3/8/2017</i>	<i>1566-1571</i>	<i>\$24,984.20</i>
<i>3/17/2017</i>	<i>1572-1578</i>	<i>\$12,447.52</i>
<i>3/23/2017</i>	<i>1579-1590</i>	<i>\$18,835.61</i>
<i>3/30/2017</i>	<i>1591-1597</i>	<i>\$22,098.71</i>
<i>4/21/2017</i>	<i>1598-1619</i>	<i>\$86,185.70</i>
 <i>Total</i>		<hr/> <hr/> <i>\$250,610.58</i> <hr/> <hr/>

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/01/17	00051	1/20/17	30608024	201701	320-57200-43100		PROPANE REF# 93574868 AMERIGAS	*	1,367.49	1,367.49	001526
2/01/17	00003	1/24/17	5-684-61	201701	310-51300-42000		DELIVERIES THRU 01/24/17 FEDEX	*	107.21	107.21	001527
2/01/17	00086	1/09/17	4051537	201701	320-57200-46000		SUPPLIES 1/19/17 4052707 201701 320-57200-46000 SUPPLIES HOME DEPOT CREDIT SERVICES	*	207.91	233.35	001528
2/01/17	00094	1/23/17	48562002	201701	310-51300-49000		SUPPLIES 1/23/17 48562002 201701 320-57200-49400 SUPPLIES 1/23/17 48562002 201701 320-57200-51000 SUPPLIES WELLS FARGO	*	39.00	128.73	001529
2/01/17	00067	1/01/17	142708	201701	320-57200-46200		JAN 17 LANDSCAPE MAINT YELLOWSTONE LANDSCAPE	*	12,001.00	12,001.00	001530
2/07/17	00092	1/31/17	159569	201701	320-57200-46500		PLANT MGMT SERVICE APPLIED AQUATIC MANAGEMENT, INC.	*	725.00	725.00	001531
2/07/17	00081	2/07/17	02072017	201702	320-57200-23000		FEB 17 HEALTH INSURANCE MARY BOSMAN	*	250.00	250.00	001532
2/07/17	00147	12/28/16	12282016	201612	320-57200-62000		PRIVACY WALL-LK ASHTON II BROWN'S STUCCO SYSTEMS, INC.	*	3,980.00	3,980.00	001533
2/07/17	00084	1/27/17	AR264072	201701	320-57200-51000		BLACK TONER CARTRIDGE DEX IMAGING	*	8.00	8.00	001534
2/07/17	00011	2/01/17	150	201702	310-51300-34000		FEB 17-MGMT FEES 2/01/17 150 201702 310-51300-35100 FEB 17-COMPUTER TIME	*	3,950.67	83.33	

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		2/01/17	150	201702	310-51300	31300			*	500.00		
			FEB 17-DISSEMINATION SVCS									
		2/01/17	150	201702	310-51300	42000			*	9.30		
			FEB 17-POSTAGE									
		2/01/17	150	201702	310-51300	42500			*	.45		
			FEB 17-COPIES									
								GMS - SO FLORIDA, LLC			4,543.75	001535
2/07/17	00097	2/07/17	02072017	201702	320-57200	23000			*	250.00		
			FEB 17 - HEALTH INSURANCE									
								LLOYD HADDEN			250.00	001536
2/07/17	00104	2/06/17	02062017	201702	320-57200	62000			*	1,416.00		
			INSTALLED PAVERS									
								LAKE ASHTON PET PLAY PARKS			1,416.00	001537
2/07/17	00099	12/05/16	3988	201612	320-57200	62000			*	1,585.00		
			STUCCO REPAIR-HWY 653 GH									
								ROONEY & SON PAINTING INC			1,585.00	001538
2/07/17	00148	2/01/17	16-826	201612	320-57200	62000			*	8,545.50		
			INV #16-826									
								SEMINOLE ASPHALT PAVING, INC.			8,545.50	001539
2/07/17	00087	2/07/17	02072017	201702	320-57200	23000			*	204.71		
			FEB 17-HEALTH INSURANCE									
								KAREN VANKIRK			204.71	001540
2/14/17	00051	2/07/17	30615304	201702	320-57200	43100			*	1,605.29		
			PROPANE REF# 94209005									
								AMERIGAS			1,605.29	001541
2/14/17	00076	2/04/17	05018300	201702	320-57200	41000			*	665.94		
			6052 PEBBLE BEACH BLVD									
								BRIGHT HOUSE NETWORKS			665.94	001542
2/14/17	00061	1/25/17	C701240	201701	320-57200	46000			*	1,060.00		
			PREVENTIVE MAINT VISIT									
		2/10/17	CO021707	201702	320-57200	60000			*	1,105.00		
			VISION COMM.RECUMBENT BIKE									
								COMMERICAL FITNESS			2,165.00	001543
2/14/17	00126	2/07/17	CDDII -	201612	320-57200	46010			*	3,280.00		
			DEC 16-HFC CLEANING									
		2/07/17	CDDII -5	201611	320-57200	46010			*	450.00		
			NOV 16-EXTERIOR WINDOWS									

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		2/07/17	CDDII-5	201701 320-57200-46010	JAN 17-HFC CLEANING	*	3,280.00		
					MAGIC GENIE CLEANING SERVICES, INC.			7,010.00	001544
2/14/17	00149	2/10/17	35750	201702 320-57200-46000	PLUMBING SVC 02/06/2017	*	150.00		
					SUN STATE PLUMBING INC.			150.00	001545
2/14/17	00048	2/01/17	159009	201701 320-57200-34510	JAN 17-ALARM TESTS	*	130.00		
					THE HARTLINE ALARM COMPANY, INC.			130.00	001546
2/14/17	00119	2/08/17	66448892	201704 320-57200-51000	KYOCERA COPIER 3/24-4/23	*	138.68		
					WELLS FARGO VENDOR FIN SERV			138.68	001547
3/01/17	00051	2/18/17	30619384	201702 320-57200-43100	PROPANE	*	1,166.85		
					AMERIGAS			1,166.85	001548
3/01/17	00077	2/10/17	02102017	201702 320-57200-46000	LICENSE PLATE FOR CART	*	10.00		
		2/10/17	02102017	201702 320-57200-49000	REFRIGERATOR	*	126.26		
		2/10/17	02102017	201702 320-57200-51000	STAMPS	*	9.80		
		2/10/17	02102017	201702 320-57200-51000	NAME PLAQUES	*	43.87		
		2/10/17	02102017	201703 320-57200-46000	LICENSE PLATE FOR CART	V	10.00-		
		2/10/17	02102017	201703 320-57200-49000	REFRIGERATOR	V	126.26-		
		2/10/17	02102017	201703 320-57200-51000	STAMPS	V	9.80-		
		2/10/17	02102017	201703 320-57200-51000	NAME PLAQUES	V	43.87-		
					MARY BOSMAN C/O PETTY CASH			.00	001549
3/01/17	00081	3/01/17	03012017	201703 320-57200-23000	HEALTH INSURANCE	*	250.00		
					MARY BOSMAN			250.00	001550
3/01/17	00076	2/18/17	00344047	201702 320-57200-41000	SERVICE THRU-3/23/17	*	52.40		
		2/18/17	06843880	201702 320-57200-41000	SERVICE THRU-3/23/17	*	152.32		
					BRIGHT HOUSE NETWORKS			204.72	001551

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/17	00064	2/17/17	02172017	201702	320-57200-43200				WATER SERVICES CITY OF WINTER HAVEN	*	2,048.74	2,048.74	001552
3/01/17	00084	2/03/17	AR265060	201702	320-57200-51000				TONER DEX IMAGING	*	339.68	339.68	001553
3/01/17	00003	2/14/17	5-706-27	201702	310-51300-42000				DELIVERIES THRU-2/14/17	*	104.51		
		2/21/17	5-714-51	201702	310-51300-42000				DELIVERIES THRU-2/21/17 FEDEX	*	31.40	135.91	001554
3/01/17	00097	3/01/17	03012017	201703	320-57200-23000				HEALTH INSURANCE LLOYD HADDEN	*	250.00	250.00	001555
3/01/17	00086	2/01/17	1133771	201702	320-57200-46000				SUPPLIES	*	76.70		
		2/07/17	5574727	201702	320-57200-46000				SUPPLIES	*	27.08		
		2/16/17	6123361	201702	320-57200-46000				SUPPLIES	*	57.69		
		2/01/17	1133771	201702	320-57200-46000				SUPPLIES	V	76.70-		
		2/07/17	5574727	201702	320-57200-46000				SUPPLIES	V	27.08-		
		2/16/17	6123361	201702	320-57200-46000				SUPPLIES	V	57.69-		
									HOME DEPOT CREDIT SERVICES			.00	001556
3/01/17	00016	3/01/17	03012017	201703	300-20700-10100				ASSESSMENT RECEIPTS LAKE ASHTON II C/O US BANK	*	12,510.03	12,510.03	001557
3/01/17	00101	3/21/17	10353913	201703	320-57200-46400				WATER MANAGEMENT POOLSURE	*	500.00	500.00	001558
3/01/17	00080	2/14/17	0654-000	201702	320-57200-34900				SERVICE THRU-2/14/17 REPUBLIC SERVICES #654	*	389.33	389.33	001559
3/01/17	00062	2/14/17	02142017	201702	320-57200-43000				ELECTRIC SVC TAMPA ELECTRIC COMPANY	*	7,237.91	7,237.91	001560

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/17	00005	2/14/17	L060G0HU	201702	310-51300	48000			JOINT MEETING NOTICE	*	26.50		
									THE LEDGER/NEWS CHIEF			26.50	001561
3/01/17	00087	3/01/17	03012017	201703	320-57200	23000			HEALTH INSURANCE	*	204.71		
									KAREN VANKIRK			204.71	001562
3/01/17	00094	2/22/17	4856 200	201702	320-57200	51000			SUPPLIES	*	880.18		
		2/22/17	4856 200	201702	320-57200	49400			SUPPLIES	*	47.49		
		2/22/17	4856 200	201702	320-57200	49000			SUPPLIES	*	221.95		
									WELLS FARGO			1,149.62	001563
3/01/17	00067	2/01/17	INV-0000	201702	320-57200	46200			FEB 17 - LANDSCAPE MAINT	*	12,001.00		
									YELLOWSTONE LANDSCAPE			12,001.00	001564
3/03/17	00086	2/01/17	1133771	201702	320-57200	46000			SUPPLIES	*	76.70		
		2/07/17	5200460	201702	320-57200	46000			RETURN	*	17.97		
		2/07/17	5574727	201702	320-57200	46000			SUPPLIES	*	27.08		
		2/16/17	6123361	201702	320-57200	46000			SUPPLIES	*	57.69		
		2/20/17	2134878	201702	320-57200	46000			SUPPLIES	*	99.76		
									HOME DEPOT CREDIT SERVICES			243.26	001565
3/08/17	00143	2/05/17	6776730	201702	320-57200	34510			SECURITY	*	13,817.52		
									UNIVERSAL PROTECTION SERVICE, LP			13,817.52	001566
3/08/17	00092	2/28/17	160212	201702	320-57200	46500			AQUATIC PLANT MANAGEMENT	*	725.00		
									APPLIED AQUATIC MANAGEMENT, INC.			725.00	001567
3/08/17	00140	3/01/17	03012017	201703	320-57200	46000			FITNESS CENTER EMPLOYEE	*	105.00		
									RYAN A BUSWELL			105.00	001568
3/08/17	00003	2/28/17	5-721-41	201702	310-51300	42000			DELIVERIES THRU-2/28/17	*	24.92		
									FEDEX			24.92	001569

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/08/17	00011	3/01/17	151	201703	310-51300	34000			MANAGEMENT FEES	*	3,950.67		
		3/01/17	151	201703	310-51300	35100			COMPUTER TIME	*	83.33		
		3/01/17	151	201703	310-51300	31300			DISSEMINATION	*	500.00		
		3/01/17	151	201703	310-51300	51000			OFFICE SUPPLIES	*	25.00		
		3/01/17	151	201703	310-51300	42000			POSTAGE	*	23.40		
		3/01/17	151	201703	310-51300	42500			COPIES	*	187.00		
GMS - SO FLORIDA, LLC												4,769.40	001570
3/08/17	00150	2/08/17	17-101-1	201702	310-51300	31100			ENGINEERING SERVICES	*	2,850.00		
		3/02/17	17-101-2	201703	310-51300	31100			ENGINEERING SERVICES	*	2,562.36		
RAYL ENGINEERING & SURVEYING, LLC												5,412.36	001571
3/08/17	00048	2/28/17	159870	201702	320-57200	34510			FEB 17 - ALARM TESTS	*	130.00		
THE HARTLINE ALARM COMPANY, INC.												130.00	001572
3/17/17	00051	3/04/17	30625107	201703	320-57200	43100			PROPANE #95523206	*	1,241.66		
AMERIGAS												1,241.66	001573
3/17/17	00074	3/11/17	155386	201703	320-57200	46000			SUPPLIES	*	3,950.00		
		3/14/17	156483	201703	320-57200	46000			SUPPLIES	*	305.00		
ARTS GOLF CARTS INC.												4,255.00	001574
3/17/17	00076	3/26/17	05018300	201703	320-57200	41000			SERVICE THRU-4/10/17	*	665.94		
BRIGHT HOUSE NETWORKS												665.94	001575
3/17/17	00022	3/14/17	15287	201703	310-51300	31200			ARBITRAGE SERIES	*	1,250.00		
GRAU & ASSOCIATES												1,250.00	001576
3/17/17	00040	3/14/17	76228	201702	310-51300	31500			SERVICE THRU-2/27/17	*	3,986.37		
LATHAM, SHUKER, EDEN & BEAUDINE LLP												3,986.37	001577

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO... DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
3/17/17	00107	11/03/16	10103972	201611	320-57200-46400		PUMP TAILPIECE	*	16.99		
		11/10/16	10215670	201611	320-57200-46400		FIX PIPEWORK TO SPA	*	120.00		
		11/19/16	10215684	201611	320-57200-46400		FIX LEAK ON PIPEWORK	*	100.00		
		12/07/16	10215716	201612	320-57200-46400		BAG LEAFMASTER FINE MESH	*	116.06		
		12/19/16	10215730	201612	320-57200-46400		BASE POOL BULB	*	125.96		
		1/20/17	10104089	201701	320-57200-46400		BASE POOL BULB	*	68.34		
		2/02/17	10215770	201702	320-57200-46400		POOL BULB	*	35.98		
		2/09/17	10215792	201702	320-57200-46400		GENERAL PURPOSE CLEANER	*	327.58		
		3/14/17	10215878	201703	320-57200-46400		ROPE FLOAT	*	327.57		
-----										1,238.48	001578
3/23/17	00081	4/01/17	04012017	201704	320-57200-23000		APR 17-HEALTH INSURANCE	*	250.00		
-----										250.00	001579
3/23/17	00076	3/20/17	00344047	201704	320-57200-41000		SERVICE THRU 04/23/2017	*	58.08		
-----										58.08	001580
3/23/17	00064	3/17/17	MAR 17	201703	320-57200-43200		MAR 17-WATER SVCS	*	1,730.12		
-----										1,730.12	001581
3/23/17	00144	3/16/17	0472419	201703	320-57200-49000		#4 GRANITE	*	1,170.34		
-----										1,170.34	001582
3/23/17	00097	4/01/17	04012017	201704	320-57200-23000		APR 17-HEALTH INSURANCE	*	250.00		
-----										250.00	001583
3/23/17	00016	3/23/17	03232017	201703	300-20700-10100		TXFER OF TAX RCPTS	*	5,682.38		
-----										5,682.38	001584
3/23/17	00101	4/01/17	10129556	201704	320-57200-46400		APR 17-WATER MGMT SVC	*	500.00		
-----										500.00	001585

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/23/17	00080	3/14/17	0654-710	201704	320-57200	34900		SERVICE THRU 04/30/2017	*	389.09		
								REPUBLIC SERVICES #654			389.09	001586
3/23/17	00062	3/15/17	MAR 17	201703	320-57200	43000		MAR 17-ELECTRIC SERVICES	*	8,267.21		
								TAMPA ELECTRIC COMPANY			8,267.21	001587
3/23/17	00048	3/15/17	160435	201704	320-57200	34510		SERVICE THRU 06/30/2017	*	195.00		
								THE HARTLINE ALARM COMPANY, INC.			195.00	001588
3/23/17	00087	4/01/17	04012017	201704	320-57200	23000		APR 17-HEALTH INSURANCE	*	204.71		
								KAREN VANKIRK			204.71	001589
3/23/17	00119	3/12/17	66620655	201705	320-57200	51000		KYOCERA COPIER 4/24-5/23	*	138.68		
								WELLS FARGO VENDOR FIN SERV			138.68	001590
3/30/17	00051	3/18/17	30629927	201703	320-57200	43100		PROPANE #96180378	*	1,244.48		
								AMERIGAS			1,244.48	001591
3/30/17	00092	3/10/17	160543	201703	320-57200	46500		AQUATIC PLANT MGMT SVC	*	5,500.00		
								APPLIED AQUATIC MANAGEMENT, INC.			5,500.00	001592
3/30/17	00076	3/20/17	06843880	201703	320-57200	41000		7900 COUNTY ROAD 653	*	154.60		
		3/20/17	06843880	201701	320-57200	41000		7900 COUNTY ROAD 653	*	152.32		
								BRIGHT HOUSE NETWORKS			306.92	001593
3/30/17	00086	2/21/17	1094195	201702	320-57200	46000		SUPPLIES	*	7.09		
		3/01/17	3581223	201703	320-57200	46000		SUPPLIES	*	323.13		
		3/06/17	8201176	201703	320-57200	46000		SUPPLIES	*	258.00		
		3/06/17	8210513	201703	320-57200	46000		SUPPLIES	*	21.14		
		3/06/17	8210514	201703	320-57200	46000		SUPPLIES	*	284.48		
		3/16/17	8052774	201703	320-57200	46000		SUPPLIES	*	71.20		

LKA2 LAKE ASHTON 2 MPhillips

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		3/16/17 8210876	201703 320-57200-46000		SUPPLIES	*	9.94-	
					HOME DEPOT CREDIT SERVICES			396.82 001594
3/30/17	00094	3/22/17 34489105	201703 320-57200-51000		SUPPLIES	*	219.56	
		3/22/17 34489105	201703 320-57200-46000		SUPPLIES	*	663.36	
		3/22/17 34489105	201703 320-57200-49400		SUPPLIES	*	32.57	
		3/22/17 34489105	201703 320-57200-49000		SUPPLIES	*	629.00	
					WELLS FARGO			1,544.49 001595
3/30/17	00067	3/01/17 150931	201703 320-57200-46200		MAR 17-LANDSCAPE MAINT	*	12,001.00	
					YELLOWSTONE LANDSCAPE			12,001.00 001596
3/30/17	00061	3/29/17 CO041607	201703 320-57200-60000		VISION COMM RECUMBENT BIK	*	1,105.00	
					COMMERICAL FITNESS			1,105.00 001597
4/21/17	00116	4/10/17 17-1101	201704 320-57200-63000		CONCRETE CURBS	*	15,435.50	
					ALL TERRAIN TRACTOR SERVICE INC			15,435.50 001598
4/21/17	00151	3/05/17 6841117	201702 320-57200-34510		FEB 17-SECURITY SVC	*	12,328.74	
		4/02/17 6911473	201703 320-57200-34510		MAR 17-SECURITY SVC	*	11,932.22	
					ALLIED UNIVERSAL			24,260.96 001599
4/21/17	00051	3/31/17 30634370	201703 320-57200-43100		PROPANE #96786795	*	1,052.01	
		4/12/17 30639022	201704 320-57200-43100		PROPANE #97406300	*	888.88	
					AMERIGAS			1,940.89 001600
4/21/17	00092	3/30/17 161012	201705 320-57200-46500		QUARTERLY SERVICES	*	700.00	
		3/31/17 160837	201704 320-57200-46500		AQUATIC PLANT MANAGEMENT	*	725.00	
					APPLIED AQUATIC MANAGEMENT, INC.			1,425.00 001601
4/21/17	00081	5/01/17 05012017	201705 320-57200-23000		HEALTH INSURANCE	*	250.00	
					MARY BOSMAN			250.00 001602

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/21/17	00140	4/11/17	04112017	201704	320-57200-46000			RYAN A BUSWELL	*	577.50	577.50	001603
			SETUP NEW COMPUTERS									
4/21/17	00061	4/05/17	C704038	201704	320-57200-60000			COMMERICAL FITNESS	*	137.95	137.95	001604
			FITNESS HARDWARE									
4/21/17	00084	4/07/17	AR273563	201704	320-57200-51000			DEX IMAGING	*	8.00	8.00	001605
			TONER CARTRAGE									
4/21/17	00113	3/30/17	11675	201703	320-57200-49000			EXTREME GRAPHICS	*	380.00	380.00	001606
			SECURITY GOLF CARTS									
4/21/17	00070	3/31/17	03312017	201703	320-57200-34800			FLORIDA PEST CONTROL	*	251.88	330.88	001607
			PEST CONTROL									
		4/12/17	813569 1	201704	320-57200-34800				*	79.00		
			PEST CONTROL									
4/21/17	00011	4/03/17	152	201704	310-51300-34000			GMS - SO FLORIDA, LLC	*	3,950.67	4,598.73	001608
			MANAGEMENT FEES									
		4/03/17	152	201704	310-51300-35100				*	83.33		
			COMPUTER TIME									
		4/03/17	152	201704	310-51300-31300				*	500.00		
			DISSEMINATION									
		4/03/17	152	201704	310-51300-42000				*	46.88		
			POSTAGE									
		4/03/17	152	201704	310-51300-42500				*	17.85		
			COPIES									
4/21/17	00097	5/01/17	05012017	201705	320-57200-23000			LLOYD HADDEN	*	250.00	250.00	001609
			HEALTH INSURANCE									
4/21/17	00040	4/13/17	76406	201703	310-51300-31500			LATHAM, SHUKER, EDEN & BEAUDINE LLP	*	1,831.68	1,831.68	001610
			SERVICE THRU-3/31/17									
4/21/17	00126	4/11/17	CDD II -	201702	320-57200-46010			MAGIC GENIE CLEANING SERVICES, INC.	*	3,280.00	6,560.00	001611
			MAR 17 - CLEANING									
		4/11/17	CDD II-6	201703	320-57200-46010				*	3,280.00		
			MARCH CLEANING									

LKA2 LAKE ASHTON 2 MPHILLIPS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/21/17	00150	4/02/17	17-101-3	201704	310-51300	31100		ENGINEERING SERVICES RAYL ENGINEERING & SURVEYING, LLC	*	2,625.00	2,625.00	001612
4/21/17	00152	4/06/17	E3762438	201704	320-57200	34500		APR 17-SECURITY SVC SECURITAS SECURITY SERVICES USA	*	3,637.50	3,637.50	001613
4/21/17	00062	4/17/17	04172017	201704	320-57200	43000		MAR 17 - ELECTRIC TAMPA ELECTRIC COMPANY	*	8,681.29	8,681.29	001614
4/21/17	00048	4/07/17	160861	201704	320-57200	34510		FIRE ALARM INSPECTION THE HARTLINE ALARM COMPANY, INC.	*	592.90	592.90	001615
4/21/17	00153	3/20/17	85343668	201703	320-57200	46000		48" DAYLIGHT FLUORESCENT ULINE	*	317.53	317.53	001616
4/21/17	00087	5/01/17	05012017	201705	320-57200	23000		HEALTH INSURANCE KAREN VANKIRK	*	204.71	204.71	001617
4/21/17	00119	4/09/17	66749424	201706	320-57200	51000		KYOCERA COPIER 5/24-6/23 WELLS FARGO VENDOR FIN SERV	*	138.68	138.68	001618
4/21/17	00067	4/01/17	INV-0000	201704	320-57200	46200		MONTHLY LANDSCAPE MAINTEN YELLOWSTONE LANDSCAPE	*	12,001.00	12,001.00	001619
TOTAL FOR BANK A										250,610.58		
TOTAL FOR REGISTER										250,610.58		

Lake Ashton II
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT RECEIPTS
FISCAL YEAR ENDING SEPTEMBER 30, 2017

TOTAL ASSESSED AMOUNTS		
300-363-100	300-363-100	
\$799,447.76	\$473,545.15	\$1,272,992.91

DATE RECEIVED	GROSS TAX RECEIVED	DISCOUNTS	PROPERTY APPRAISERS	INTEREST/ PENALTIES	COMMISSIONS	NET AMOUNT RECEIVED	001	021	TOTAL
							GENERAL FUND 62.80%	DEBT SERVICE 37.20%	100.00%
11/15/2016	\$10,068.84	\$402.76	\$0.00	\$0.00	\$193.33	\$9,472.75	\$5,948.95	\$3,523.80	\$9,472.75
11/21/2016	\$13,232.84	\$694.71	\$0.00	\$0.00	\$250.77	\$12,287.36	\$7,716.54	\$4,570.82	\$12,287.36
12/23/2016	\$30,225.86	\$1,209.06	\$0.00	\$0.00	\$580.33	\$28,436.47	\$17,858.29	\$10,578.18	\$28,436.47
12/05/16	\$101,990.52	\$4,079.70	\$0.00	\$0.00	\$1,958.22	\$95,952.60	\$60,258.85	\$35,693.75	\$95,952.60
12/15/16	\$591,695.97	\$23,668.29	\$0.00	\$0.00	\$11,360.55	\$556,667.13	\$349,590.55	\$207,076.58	\$556,667.13
12/21/16	\$275,347.66	\$10,956.18	\$0.00	\$0.00	\$5,287.83	\$259,103.65	\$162,718.76	\$96,384.89	\$259,103.65
01/13/17	\$73,350.98	\$2,200.41	\$0.00	\$0.00	\$1,423.01	\$69,727.56	\$43,789.36	\$25,938.20	\$69,727.56
01/31/17	\$363.15	\$0.00	\$0.00	\$0.00	\$0.00	\$363.15	\$228.06	\$135.09	\$363.15
02/13/17	\$34,638.23	\$692.78	\$0.00	\$0.00	\$678.91	\$33,266.54	\$20,891.60	\$12,374.94	\$33,266.54
03/14/17	\$15,744.65	\$157.42	\$0.00	\$0.00	\$311.74	\$15,275.49	\$9,593.11	\$5,682.38	\$15,275.49
TOTALS	\$1,146,658.70	\$44,061.31	\$0.00	\$0.00	\$22,044.69	\$1,080,552.70	\$678,594.07	\$401,958.63	\$1,080,552.70

Percentage Collected 90%

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
March 31, 2017

	<u>Major Funds</u>		<u>Total Governmental Funds</u>
	<u>General</u>	<u>Debt Service</u>	
<u>ASSETS:</u>			
Cash	\$127,490	---	\$127,490
Petty Cash	\$100	---	\$100
Investments - State Board	\$601,945	---	\$601,945
<u>Series 2005A</u>			
Reserve A	---	\$285,523	\$285,523
Prepayment A	---	\$20	\$20
Revenue A	---	\$403,426	\$403,426
Deferred Cost A/B	---	\$9	\$9
Due From General Fund	---	\$5,682	\$5,682
<u>Series 2006A</u>			
Reserve A	---	\$53,755	\$53,755
Deferred Cost A/B	---	\$106	\$106
<u>Series 2006B</u>			
Deposits	\$21,330	---	\$21,330
TOTAL ASSETS	<u><u>\$750,865</u></u>	<u><u>\$748,522</u></u>	<u><u>\$1,499,387</u></u>
 <u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$32,780	---	\$32,780
DUE TO OTHER	\$1,300	---	\$1,300
FICA PAYABLE	\$48	---	\$48
FEDERAL W/H PAYABLE	\$38	---	\$38
MATURED INTEREST PAYABLE - SERIES 2006A	---	\$1,434,335	\$1,434,335
MATURED INTEREST PAYABLE - SERIES 2006B	---	\$6,533,655	\$6,533,655
MATURED PRINCIPAL PAYABLE - SERIES 2006A	---	\$600,000	\$600,000
MATURED PRINCIPAL PAYABLE - SERIES 2006B	---	\$20,420,000	\$20,420,000
 <u>FUND EQUITY AND OTHER CREDITS:</u>			
<u>FUND BALANCES:</u>			
<u>NONSPENDABLES:</u>			
DEPOSITS	\$21,330	---	\$21,330
RESTRICTED FOR DS-SERIES 2005A	---	\$694,661	\$694,661
UNASSIGNED FOR GENERAL FUND	\$695,370	---	\$695,370
UNASSIGNED FOR DS-SERIES 2006A	---	(\$1,591,736)	(\$1,591,736)
UNASSIGNED FOR DS-SERIES 2006B	---	(\$27,342,394)	(\$27,342,394)
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u><u>\$750,865</u></u>	<u><u>\$748,522</u></u>	<u><u>\$1,499,387</u></u>

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures and Changes in Fund Balances
For The Period Ending
March 31, 2017

	ADOPTED BUDGET	PRORATED THRU 3/31/2017	ACTUAL THRU 3/31/2017	VARIANCE
REVENUES:				
SPECIAL ASSESSMENTS - ON ROLL	\$743,486	\$678,594	\$678,594	\$0
ASSESSMENTS - DIRECT	\$515,531	\$389,000	\$389,000	\$0
INTEREST EARNED/MISC. INCOME	\$0	\$0	\$12,712	\$12,712
TOTAL REVENUES	\$1,259,017	\$1,067,594	\$1,080,306	\$12,712
EXPENDITURES:				
ADMINISTRATIVE:				
ENGINEERING	\$10,000	\$5,000	\$12,500	(\$7,500)
ARBITRAGE	\$2,500	\$1,250	\$1,250	\$0
DISSEMINATION	\$6,000	\$3,000	\$3,000	\$0
ATTORNEY	\$20,000	\$10,000	\$10,049	(\$49)
ANNUAL AUDIT	\$5,400	\$0	\$0	\$0
TRUSTEE FEES	\$6,500	\$0	\$0	\$0
MANAGEMENT	\$47,408	\$23,704	\$23,704	(\$0)
COMPUTER TIME	\$1,000	\$500	\$500	\$0
TELEPHONE	\$50	\$25	\$0	\$25
POST AGE	\$1,500	\$750	\$814	(\$64)
PRINTING & BINDING	\$1,200	\$600	\$614	(\$14)
INSURANCE	\$30,558	\$30,558	\$28,225	\$2,333
LEGAL ADVERTISING	\$1,000	\$500	\$102	\$399
OTHER CURRENT CHARGES	\$1,700	\$850	\$1,158	(\$308)
OFFICE SUPPLIES	\$150	\$75	\$62	\$13
DUES, LICENSES, SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE EXPENDITURES	\$135,140	\$76,986	\$82,153	(\$5,166)
MAINTENANCE:				
SALARIES & WAGES - HFC	\$105,000	\$52,500	\$51,931	\$569
FICA EXPENSE	\$8,033	\$4,017	\$3,973	\$44
HEALTH INS. COVERAGE	\$8,500	\$4,250	\$4,247	\$3
EXERCISE INSTRUCTORS	\$14,500	\$7,250	\$7,125	\$125
GATE ATTENDANTS	\$165,000	\$82,500	\$79,116	\$3,384
SECURITY SERVICES	\$2,700	\$1,350	\$1,377	(\$27)
PEST CONTROL	\$1,700	\$850	\$785	\$65
REFUSE	\$4,300	\$2,150	\$2,216	(\$66)
TELEPHONE/INTERNET	\$12,000	\$6,000	\$7,548	(\$1,548)
ELECTRIC	\$110,000	\$55,000	\$47,762	\$7,238
GAS	\$30,000	\$15,000	\$14,663	\$337
WATER	\$21,000	\$10,500	\$11,410	(\$910)
W.C. INSURANCE	\$2,000	\$2,000	\$2,436	(\$436)
MAINTENANCE	\$25,000	\$12,500	\$37,959	(\$25,459)
CLEANING SERVICES	\$39,360	\$19,680	\$20,130	(\$450)
LANDSCAPE MAINTENANCE	\$144,012	\$72,006	\$72,006	\$0
IRRIGATION REPAIRS	\$5,000	\$2,500	\$0	\$2,500
PLANT REPLACEMENT	\$10,000	\$5,000	\$0	\$5,000
POOL MAINTENANCE	\$11,100	\$5,550	\$4,238	\$1,312
LAKE MAINTENANCE	\$12,200	\$6,100	\$10,292	(\$4,192)
POND REPAIRS	\$200	\$100	\$0	\$100
OFFICE SUPPLIES/PRINTING/BINDING	\$8,000	\$4,000	\$7,284	(\$3,284)
EQUIPMENT	\$6,500	\$3,250	\$4,853	(\$1,603)
PERMITS/INSPECTIONS	\$1,500	\$750	\$0	\$750
SPECIAL EVENTS	\$3,000	\$1,500	\$139	\$1,361
CONTINGENCY	\$10,500	\$5,250	\$38,519	(\$33,269)
TOTAL MAINTENANCE EXPENDITURES	\$761,105	\$381,553	\$430,009	(\$48,457)
PROJECT EXPENDITURES:				
CAPITAL RESERVE	\$312,773	\$156,386	\$15,527	\$140,860
PICKLE BALL LAND ACQUISITION	\$50,000	\$25,000	\$0	\$25,000
TOTAL PROJECT EXPENDITURES	\$362,773	\$181,386	\$15,527	\$165,860
TOTAL EXPENDITURES	\$1,259,018	\$639,925	\$527,688	\$112,237
EXCESS REVENUES (EXPENDITURES)	(\$0)		\$552,617	
FUND BALANCE - Beginning	\$0		\$164,083	
FUND BALANCE - Ending	(\$0)		\$716,700	

LAKE ASHTON II

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2005A

Statement of Revenues, Expenditures and Changes in Fund Balances

For The Period Ending

March 31, 2017

	ADOPTED BUDGET	PRORATED THRU 3/31/2017	ACTUAL THRU 3/31/2017	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS - ON ROLL	\$443,922	\$401,959	\$401,959	\$0
INTEREST INCOME	\$0	\$0	\$680	\$680
TOTAL REVENUES	\$443,922	\$401,959	\$402,638	\$680
<u>EXPENDITURES:</u>				
<u>SERIES 2005A:</u>				
INTEREST - 11/1	\$144,722	\$144,722	\$144,722	\$0
SPECIAL CALL - 11/1	\$0	\$0	\$45,000	(\$45,000)
INTEREST - 5/1	\$144,722	\$0	\$0	\$0
PRINCIPAL - 5/1	\$155,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$444,444	\$144,722	\$189,722	(\$45,000)
EXCESS REVENUES (EXPENDITURES)	(\$522)		\$212,916	
FUND BALANCE - Beginning	\$158,144		\$481,745	
FUND BALANCE - Ending	<u>\$157,622</u>		<u>\$694,661</u>	

LAKE ASHTON II

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2006A

Statement of Revenues, Expenditures and Changes in Fund Balances

For The Period Ending

March 31, 2017

REVENUES:

	ADOPTED BUDGET	PRORATED THRU 3/31/2017	ACTUAL THRU 3/31/2017	VARIANCE
ASSESSMENTS - OFF ROLL	\$344,290	\$0	\$0	\$0
INTEREST INCOME	\$0	\$0	\$66	\$66
TOTAL REVENUES	\$344,290	\$0	\$66	\$66

EXPENDITURES:

INTEREST - 11/1	\$115,143	\$115,143	\$115,143	\$0
INTEREST - 5/1	\$115,143	\$0	\$0	\$0
PRINCIPAL - 5/1	\$105,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$335,286	\$115,143	\$115,143	\$0
EXCESS REVENUES (EXPENDITURES)	\$9,004		(\$115,077)	
FUND BALANCE - Beginning	\$0	(\$1,476,659)		
FUND BALANCE - Ending	<u>\$9,004</u>	<u>(\$1,591,736)</u>		