

Lake Ashton II  
Community Development District  
Meeting

October 21, 2022

# AGENDA

# *Lake Ashton II*

## *Community Development District*

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4648 Eagle Falls Place, Tampa, FL 33619

Phone: 813-344-4844

October 14, 2022

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton II Community Development District** will be held **Friday, October 21, 2022 at 9:00 AM at 6052 Pebble Beach Blvd., Winter Haven, FL 33884.**

Members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to [jgreenwood@gmstnn.com](mailto:jgreenwood@gmstnn.com) up until **2:00 PM on Wednesday, October 19, 2022.**

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

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

**Meeting ID:** 870 8658 2526

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments received from members of the public in advance of the meeting; we ask those members of the public wanting to address the Board directly, first state his or her name and his or her address.*<sup>1</sup>)
4. Approval of Minutes of September 16, 2022 Board of Supervisors Meeting
5. Golf Course Update from Indigo Golf
6. Engineering Staff Report

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

7. New Business
  - A. Ratification of Agreement with Weber Environmental Services, Inc. for Landscape Maintenance Services
  - B. Acceptance of Audit Engagement Letter with Grau & Associates for Fiscal Year 2022 Audit
  - C. Discussion of Lift Stations (*Supervisor Littlewood*) – **ADDED Proposal**
  - D. Discussion regarding Non-Exclusive License Agreements
    - I. Consideration of Termination of License Agreement with Select Rehabilitation
    - II. Consideration of Non-Exclusive License Agreement with EmpowerMe (*Supervisor Mecsecs*)
  - E. Ratification of Award of Roofing Contract with WCM (*Supervisor Mecsecs*)
  - F. Consideration of Proposal from Weber Environmental Services, Inc. (*Supervisor Littlewood*) – **ADDED**
  - G. Discussion of Hedges at Pickleball Court – (*Supervisor Littlewood*) – **ADDED**
8. Staff Reports
  - A. Attorney
  - B. Lake Ashton II Community Director – **ADDED Report**
  - C. District Manager’s Report
9. Financial Report
  - A. Approval of Check Register
  - B. Combined Balance Sheet
  - C. Special Assessment Receipts Schedule
10. Supervisors Requests
11. Public Comments
12. Adjournment

# MINUTES

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

The regular meeting of the Board of Supervisors of the Lake Ashton II Community Development District was held on Friday, **September 16, 2022** at 9:01 a.m. at 6052 Pebble Beach Blvd., Winter Haven, Florida.

Present and constituting a quorum:

James (Jim) Mecsics  
Bob Zelazny  
Mary Clark  
Angie Littlewood

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Jason Greenwood  
Sarah Sandy  
Alan Rayl  
Brian Rhodes  
Ron Lavoie  
Mary Bosman  
James Margison

District Manager, GMS  
District Counsel, Kutak Rock  
Rayl Engineering  
Indigo Golf  
Indigo Golf  
Community Director  
HFC Maintenance Supervisor

*The following is a summary of the discussions and actions taken at the September 16, 2022 meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Mr. Greenwood called the meeting to order at 9:00 a.m. and four Supervisors were in attendance constituting a quorum. The Board recited the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Approval of the Meeting Agenda**

Mr. Mecsics: We have the approval of the meeting agenda. Do we have any additions or deletions? If not, I'll ask for a motion to approve the agenda.

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Meeting Agenda, was approved as amended.

**THIRD ORDER OF BUSINESS**

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

Mr. Mecsics: Public comments, do we have any public comments or any speakers' requests?

Mr. Greenwood: I haven't received any at this time.

Mr. Mecsics: Do we have anybody? No, okay.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the August 19, 2022 Board of Supervisors Meeting**

Mr. Mecsics: Approval of the minutes of the August 19, 2022 Board of Supervisors meeting. Do you have any additions, deletions? Do I have a motion to approve the minutes?

On MOTION by Mr. Zelazny, seconded by Ms. Littlewood, with all in favor, the Minutes of the August 19, 2022 Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Golf Course Update from Indigo Golf**

Mr. Mecsics: Golf course update from Indigo Golf. Gentlemen, you're up.

Mr. Rhodes: Good morning. Brian Rhodes, Indigo Golf. I don't have much for you today as we are not final and have not received a draft yet for August, but I will go over our August forecast. Ron covered June and July last month. He said quite majestically, his words, not mine. Revenues for August, August was a very good month for us. Revenues were \$172,000. That's about \$22,000 higher than budget. We had a good

month in F&B where we beat budget by more than \$12,000. Just for reference, prior year revenues were about \$145,000 so we improved by about \$26,000 this year. Labor is right around budget, that's where we expect it to come in. These are obviously forecasted numbers. Maintenance is running a little low as we have some open staffing. The assistant superintendent position is open and we have another full-time position that we've been unable to fill and we're actively searching right now. Pro Shop and F&B labor had been pretty consistent over the last several months so we're expecting to come in right on trend. The only expense that we're expecting to be a little bit higher this month is food and beverage and that is just based off of a percentage of sales. Our EBITDA for the month is forecasted at \$15,000. Anytime we're positive in the summer, we're happy it's about \$11,000 increase over budget. Our year-end forecasted EBITDA is \$196,000, which is well over budget. This time, I'll let Ron come up and tell you about our membership drive and that is going well also. Does anybody have any questions for me?

Mr. Mecsics: Do we have any questions for Ron? Go ahead.

Ms. Littlewood: I just have a quick one. You're telling us how much we are over budget, but are we making any money?

Mr. Rhodes: Yes. When we were looking at 196 for a positive \$196,000 for EBITDA. We've spent some capital, but we are well in the black. Cash-flow-wise, we're about \$225,000 in a better position than we were last year at this time. We are exceeding our performance in our budget.

Mr. Mecsics: Thanks.

Mr. Lavoie: Good morning. Since Brian's here, I will not be majestic. Well, as far as the membership drive, when he's giving you all these great numbers and I'm always scary when we keep giving good numbers, but we're ahead for the same number of days now. Don't forget, we changed the modus operandi on when they were supposed to pay. It's through the 20th, so we're going through basically 25 days. We are ahead by 64 memberships. We're up \$251,000 over the same number of days. We're down \$39 per membership. I always keep that in there to see because it tells you how many more associates we may have versus full members. But it's coming in a good clip and there's really not a lot of comments, but just to give you an instance, between the 25th day and the actual 30th day, last year, we took in another \$477,000. These last few days we're

taking in anywhere from 60 to \$80,000 a day, so it's coming in pretty quick. Again, seems right, but it's unusual because of the time frame, so people are used to paying by now anyway. But it's been successful, like I said, the memberships are very happy there with the 5% increase and knowing that it's really 3% at this time of the year. It looks like we're going to be on track for about the same amount of people, around 61-62%, that will take advantage of the discount. Then of course, don't forget there's a lot of members that are associate members that it's year to year, so they're constantly being filled, and then of course all the snow birds. This is probably in the golf industry. Brian, who oversees 12 golf courses will say it too, maybe be the most normalized winter over the last two that we've had before, because one we had more people than we thought we were going to have, because they didn't go home and then the next one, we had less because a lot of the Canadians couldn't get here. This will probably be the first real one that we'll be able to see how we're doing. Then I'd have a short one too, just again, I realized everybody here knows it's a very wet golf course. We're probably one or two rainstorms away from closing the first five holes, if that happens. I was out there and looking at 2-3, it's right on the border on whether people should be driving through it or not driving through, it comes that close. They certainly shouldn't be walking on it for anybody that's watching this, because that's where the gators come through. I just want to bring up that there was a lot of talk and everything else about the entertainment side of the club, which is the trivia and the karaoke. First of all, I want to say we're down to five employees up there, so no matter what, we wouldn't be doing anything for the next 6-8 weeks as we hire people, train the people, and get back on board again. But just so everybody knows so there's no more rampant rumors. It really always has to do with capacity. It's getting too busy. Now that we're and I don't know what the absolute number is, but I just use the number 1,600 homes, we're full, we're packed. It was never designed to take care of everybody's needs up there, especially with two clubhouses and all the square footage we have. However, we're more than happy. We take care of all the golfers needs in the community. We take care of the food and beverage needs, whatever they need for everybody in the community. Again, I don't want to make it sound bad, but we're there to take care of the golfers, because after this year, membership drive finishes and they've given \$4.5 million to keep that place operating, so we want to make sure that they stay happy and they have

access to the place whenever they can finish playing golf and everything else. Again, through this transition, I'm sure it'll be fine. Like I said, we'll just make it very successful down here, and that's what we look forward to. That's really it. Like I said, Bob, myself, and Brian will be sitting down once the numbers are final, and like I said before, I'm a big person, we make the money first, then we figure out what we're going to spend it on. Probably over the next 60 days, we'll come up and present some type of capital plan saying this is what we're doing. We are spending some now. Three fountains have been ordered for the three restrooms out there. We're still trying to figure out electricity for one of the buildings, but the three with the bottle fillers, the granite stones that we have, the T markers, we're having those cut in half, because they are way too heavy to be plugging around and we're going to be putting those back on the golf course. It's a lot of \$2,000-\$3,000 things that we're doing that will show up in the capital expense. But other than that, that's it. Questions?

Mr. Zelazny: Comments, not questions. I just want to highlight that Ron talked a little bit about getting refrigerated bottle filler stations at the restrooms. Those have been ordered as part of the restroom renovation program, which primarily was initiated by residents and volunteers. Don and Lynn Abbott lead the charge. You'll see paint, flooring, toilets, sinks, vanity's, motion sensor lighting. Really nice upgrades. We appreciate all the contributions for cash and materials from the residents, and again, special thanks to Don and Lynn for leading that. Last thing is, the customer survey will be going out within the next month to six weeks to evaluate Indigo's performance. That's the basis for which their annual bonus is paid. They have to attain a certain scores in areas. They have to obtain scores of over 85%, I believe. The bonus, basically can be up to \$40,000 for the year based on profit and budget. That should be coming out in the next month or so. But again, the greens keeping staff is doing a remarkable job given the weather conditions out here and so I want to acknowledge them. Please tell Dave, trying to stay ahead of the weeds is unbelievable and now staying ahead of the water is even tougher.

Mr. Mecsics: Well, yeah, I'd like to add my thanks to Lynn and those guys. Great job. I know a certain individual was sitting at the tables out there painting. I wish I'd gotten a picture of that. But thanks to those, and that's the community activism that we need to help out with, so good job to you too, Bob.

Mr. Zelazny: One other thing, Ron talked basically that we're very close to having to close the first four holes on the east course. Just a reminder to the residents that are on Zoom or follow it up, we did put out a safety blast last week, asking all non-golfers to avoid area holes, 1 through 4 and access the east course on Hole 5 and walk to the 18th hole and stay off. The water is significantly higher than it has been in the past years. I think Alan, when I was out last, the other day it was 17.75, which is extremely high when we were monitoring it two years ago. The good news is that the work that the Boards did two years ago and Alan did to get the farmer to lower the levee. Two years ago, we closed on 1 August, and now we're still open on 15 September. That's a great improvement. It's really the fact that we've just had so much rain and it's all north and is coming this way. The efforts that the lawyers did and Alan did to get that resolved has paid benefits and I think we have a solution. We can maybe do a little bit better next year, but for the residents, please abide when you get a safety message out or advisory from the Board safety side, please adhere to it. Thank you.

Mr. Mecsecs: Yeah, and Alan, I understood, somebody put a drone up to make sure that he had not done any more work on that area there?

Mr. Rayl: Yes. I took some photos and flew a drone over that outfall last week and confirmed that it's in the open condition. We've just got a lot of water as Supervisor Zelazny said, we read the lake gauge every time we're on the property just to keep a good record. It rose half a foot in one week with all the rain we got. I was just looking it up, but the emergency operations center emails I get on precipitation monitoring in the Bartow area in east to west, Winter Haven, got five inches of rain across the last week. That explains some of that.

Mr. Mecsecs: Anything else for our esteemed gentlemen from the golf course? If not, thank you very much. Keep up the good work.

**SIXTH ORDER OF BUSINESS**

**Engineering Staff Report**

Mr. Mecsecs: Alan, engineering staff report.

Mr. Rayl: Good morning. Just a few brief things this morning. We discussed last week we're taking a new approach with getting some quotes for the work on the cart path behind the driving range and looked at doing that in phases rather than trying to undertake

it all with one big chunk for a larger sum of money. We came back out and re-measured the areas where we had undermining and cavities under the cart path and compared them to our first measurements. It's not increasing aggressively. It's not something that's running away from us so we think it's almost stable where it's at and what it's doing right now. We isolated the worst area to take a look at and came up with a, we call it a Phase 1, just a smaller, reduced project's scope. We sent that to SNS to give us a quote and it came in at \$5,925 which even in a reduced scale is a better bang for our buck in getting that done. I sent the formal quote, I sent it to Supervisor Zelazny, I've sent it to Jason, and to Mary as well. We've reviewed it and I apologize it's not in the agenda, but it was to do the repair as we had talked about before with flowable fill that fills in the voids underneath the existing cart path, saw cut out a little bit of the edge of that existing cart path and create the profile that is called an F curb. It's what's behind the HFC, it has the gutter and then the back of the curb built-in that's integral so water can't get in-between that seam and then erode away and push that curb off. It's all one piece. They're going to replace a section in that fashion and construct a new flume in that area because that's a low spot that's why the water is running over there. All of that work is included in their quote, which again was \$5,925. I'd like to ask the Board to take action on that if we can today to get that project moving. It's well under the previously budgeted dollars that were set up for that project that are in this year's repair dollars. If you have any questions about it, I'm happy to answer them.

On MOTION by Mr. Zelazny, seconded by Ms. Littlewood, with all in favor, the Cart Path Work Proposal for \$5,925 from SNS, was approved.

Mr. Mecsecs: Now, discussion.

Mr. Zelazny: I'd just like to first thank Alan because we've been going around on this for a long time and we came down from \$32,000 down to a little over \$5,000. I charged Alan couple of weeks ago. I told him he had four projects we have to get done and he has to get it done within the \$31,000 that we had approved in the budget. There are three other projects that I would like to have considered in the same motion. Because if we can get the two flumes on two and five repaired at the same time, then there's not the same

cost to bring out SNS they can come out and do all three at the same time, which would save us probably over a thousand dollars to do that. Both of those are I consider to be a safety issue as does Alan in terms of undermining the cart path. But also the fact that its areas where golfers walk and play. We have two bids in, one firm for \$4,200 per flume. I would just like to let Alan go ahead and pick a firm if it's SNS is within the same price structure to get it done. Then the fourth project is the solar solution, which I think Alan has talked about before. He continues to try to find solutions for putting power to the 6th whole restroom. I think it came in close to \$10,000.

Mr. Rayl: We received a quote in July. All in installed was \$10,840 for solar.

Mr. Zelazny: As much time as he spending, we're not getting any better solution. All four projects come in well below the \$31,000 that is in the budget and was approved for the one project. I would like to see if we could just put all four projects together and get them approved so that we can move forward.

Mr. Mecsics: Do you amend your motion to include all four projects?

Mr. Zelazny: Yes, I would like to.

Mr. Mecsics: Any further discussion?

Ms. Littlewood: Will this be the end of that bathroom saga?

Mr. Rayl: Once we get the power to the building, then Averitt Septic can come in and do their final work to take the old system offline and hook up to the new system and that'll be it.

Ms. Littlewood: Are we done?

Mr. Rayl: Done.

Mr. Greenwood: Just for the record, are we able to go through the four projects in the dollar amount? So that we can clearly reflect what the four projects are.

Mr. Rayl: I have confirming SNS for the driving range cart path repair. The bid was \$5,925. The quote from the solar consultant, which I don't have their name in front of me, but it was the bid previously provided in July was \$10,840. Then I understood it to be a not to exceed of \$4,200 per flume.

Mr. Zelazny: Not to exceed \$4,500, Just to make sure.

Mr. Rayl: Per flume for the flumes on hold, Number 2 and Number 5.

Mr. Greenwood: Are we going to re-motion?

Mr. Mecsecs: No. He amended his motion. Mary, would you like to second?

Ms. Clark: I second.

Mr. Mecsecs: She seconds it. We've had our discussion. We will call for a vote then.

All in favor.

On MOTION by Mr. Zelazny, seconded by Ms. Clark, with all in favor, the Cart Path Work Proposal for \$5,925 from SNS Solar Panel Installation for the Bathroom for \$10,840, and Fixing 2 Flumes on Hole 2 and Hole 5, was approved, as amended.

Mr. Mecsecs: Aye, so passed. Thank you, Alan.

Mr. Rayl: Thank you.

Mr. Mecsecs: Anything else?

Mr. Rayl: Just a couple of other little items. Supervisor Littlewood and I will be spending this next month in that same vain, looking at trying to reduce some quoted repair costs for the ponds to do our next SWFWMD certification. We had a bid that came in and it's been a little while ago, but it was above \$40,000. We're going to work to try to come up with some other creative ways to make that a little more cost-effective for the District. Beyond that, we talked about the lake outfall, we're just going to keep an eye on that. As I said, we've just been receiving some spectacular rainfall amounts lately in the lakes coming up. But when we do get a couple of days where we don't get inundated, we're noticing the lake does start to recover. Back when we were dealing with the blocked-out fall, we weren't recovering. It was just staying up and that's how we knew something was going on because it wasn't coming back. Then just for future for the Board, I will be at the October meeting. I won't be at the November meeting, but I'll have Garrett Poston here and he'll present our report at that time. That's all I have for the Board today.

Mr. Mecsecs: Any other questions for Alan? Thank you. Alan. I'm going to ask you to stick around because we're going to talk about the roof and then unless we have anything else for Alan, I'd like to release him for the rest of the meeting.

Mr. Greenwood: I know we've got landscaping next, do we want to do the roof first and then we can do the landscaping?

Mr. Mecsecs: We'll do the roof first.

## **B. Consideration of Roof Replacement Proposals**

*\*This item was taken out of order*

Mr. Greenwood: The Board tasks staff to actually seek as many contractors that we can actually obtain to put in a proposal to fix in the roof. I don't want to take all the credit here because James has actually been doing a lot of this heavy lifting here. It was my understanding, James, you reached out to, it was five vendors in the end, correct? We have two in front of you, in your agenda packet there was one with Jurin, and then you've also got another one here in front of you from it's the WCM Construction and Roofing. Now obviously there's a pretty large difference in the cost. The one that was received from Jurin is \$235,000. This proposal here is for \$105,000, so it's over half the difference. Rather than me trying to speak because I'm not an expert on roofing, however, we want to make sure that these were comparable. James has an idea that we believe that they are the same but in conversations with Alan, obviously, Alan is an engineer, but this is not in his level of expertise he actually has a consultant that he would like to run these by to make sure that they are actually an apples-to-apples comparison.

Mr. Rayl: Yes. I want to also say I am not a roofing expert either, but I do work with consultants that are through the Tampa home-built or Polk County Builders Association. I've got someone I can reach out to that can take a look at these objectively and make sure we're getting bids on equal systems.

Mr. Mecsecs: Could you have that done before our next meeting? I don't know how long these bids are good for, James?

Mr. Rayl: Thank you. We'll get it looked at next week.

Mr. Mecsecs: Yes, ma'am?

Ms. Littlewood: How much will the consultant cost us, Alan?

Mr. Rayl: Nothing.

Mr. Mecsecs: That's why we like you. Thank you, Alan. Thanks, James for all your hard work. I know you had these guys out here. Go ahead.

Mr. Zelazny: Just to add a couple of things, again, James has done some tremendous work in checking. You reviewed the contracts and the bids, I believe we're

apples to apples in every category. We have worked with both vendors before and they've worked on our roofs so they're not unknown entities. When you look at the proposal, not only is there a huge cost savings but when you dig down into the contracts themselves or the bids when you look at the one, everything is an add-on. There are a lot of those add-ons that are included in the lesser bid, especially when we're talking about replacement of plywood panels. As you remember from our previous discussions, that's one of the reasons we feel like we have to move now or earlier than later is because of the damage to the plywood panels in certain areas of the roof. I welcome the consultant, but I think it's apples-to-apples. The only difference is one has a 40-year warranty on the shingles and one has a 30-year, but the less expensive option also gives you a five-year warranty on workmanship. The other has a two-year warranty. You're not going to get 40 years out of a roof here anyway. But anyway, I think we've done due diligence but if the Board elects to wait to hear the consultant, as long as we don't lose the quotes because we cannot afford to lose the quote, everything goes up.

Mr. Mecsecs: I agree with you 100%. Go ahead, Sarah.

Ms. Sandy: Well, I was going to make a suggestion that might meet I guess both items. If the Board wants to approve the WCM quote subject to Alan checking with the consultant and making sure it's apples-to-apples sufficient, and that there's no real material differences then as soon as that's done, we could move forward with it.

Mr. Mecsecs: I'll make that motion that we approve that based upon the feedback we get from the engineering. Then when we get that, if we get it back before the next Board meeting, then I'll be empowered to continue on with that and get that going so we can get working on it. Do I have a second?

On MOTION by Mr. Mecsecs, seconded by Mr. Zelazny, with all in favor, the Proposal from WCM Construction for \$105,650 was approved subject to District Engineer's review for sufficiency.

**SEVENTH ORDER OF BUSINESS**

**New Business**

**A. Consideration of Proposals for Landscape Maintenance Services**

Mr. Mecsecs: Angie, this is yours and Jason's area.

Ms. Littlewood: Well, first of all, I want to thank Jason and Clayton for working through these RFPs with me. I know I asked a lot of questions and made a lot of changes, but I think we got there in the end and I think you checked everything before it went out. We've had the proposals in and two of them are quite low and two of them are what I think it should be, quite honestly, based on all the inflation that we've had just now. I'm going to run through some things because I did call some references. First of all, BrightView, they're quite a low bid. I called some of their references last month and the referees didn't give them a very good reference to be honest. One community, the person was going into a meeting when I called and she said she'd call me back and she didn't. I called again, I've called twice and left messages and she still hasn't called me back. I'm assuming she doesn't want to give me a reference. The second reference that I called, she told me that they'd only been there for five months and they'd had some issues, and she told me to be very specific with the contract as they would nickel and dime you. I then called the reference for Weber, which is another one of the proposals that we've got. The person there, told me that they had recently brought Weber back into their community. They were there for 10 years, then the CDD decided that they wanted to go with the cheaper option. They brought in another company who were only there for six months and they brought this Weber back in to clean up the mess. I asked who that company was and it was BrightView. He said to me, "Don't do it." They come in low with their bid and then they nickel and dime you, which is what was said before. I'll let you all decide on what you think about BrightView. Prince and Sons, which is another low bid. As you know, I've had several issues with Prince and Sons not turning up for meetings, refusing to give a proposal for last month's meeting because it wasn't the way they did things. If there's an issue, they'll tell me that I have to wait until the next visit to put things right. About complaints from residents about the pond crew being rude, which I had an experience with a couple of weeks ago. I asked them not to cut through residents' property, they didn't like that. They ignored it. When I pointed it out to them, one of them got very rude and very confrontational. Yellowstone, that was our previous company. This is one of the higher bids, in fact, I think it's the highest. I've had some feedback from residents since the last meeting and while most residents that have complained over Prince, have asked for Yellowstone to be brought back in. Some residents have told me that they were not

happy with them. People that ask for them back does outweigh the people that have said that they don't want them back. Every other company that I interviewed told me that they only need a crew to be in the community for two days a week. But Yellowstone were in five days a week and they're still in five days a week over the way there, and I'm wondering why. One of the other companies told me that they could come in as often as we wanted, but that would then add to the cost as they would have to pay for extra fuel for travel charges, etc. I'm now wondering if that's what's pushed Yellowstone to be the highest of them all. Weber, these are new company to me. I had a really good feeling when I interviewed them. They didn't send out just a sales rep. Actually, their sales rep is actually the owner's daughter. It's a family-owned company. They sent out their field manager who did most of the talking. I got a real good feel that they cared about the company, so their reputation was very important to them. I called three of their references, one of which was ChampionsGate. They do the whole of ChampionsGate, and that's a big contract. I can't find anybody that's got anything bad to say about them. They've been in the communities for 10-15 years. As I said, one company brought them back to clean up the mess of another company. That's it. Theirs is the second highest but I just don't have a good feeling about BrightView. It's up to everybody else what they think. Any questions?

Mr. Mecsics: Do we have any? Thanks, Angie, and I know you've done a lot of work and thank you so much for doing that. Jason, I know you guys did some evaluations looking at them as well.

Mr. Greenwood: Yes. Also just want to echo that Angie has worked extremely diligently on this, speaking with the references and in a quick, as much as this was an informal to get that turnaround from an August meeting to get these bids back, we did very well. With the vendors, I must say, they had a full understanding of the scope in the end, and that was due to Angie actually being extremely thorough with these guys. Amazing job there what Angie's done. Just two things to bear in mind. Obviously in the RFP, how it's wrote, we've got the essential services and the extra services. The essential services are obviously the mowing and the day to day. That's the most important. The extra services are written in the scope. If, for instance, we have a third-party vendor for mulch that can come in and do this at a better price, it just gives the District the option for it. That's obviously an important distinction that you can either separate them or you can

have it altogether. But we always build it like that just in case we want to get out for more competitive pricing on that. If you're looking at a bottom-line number, central services are obviously for your day to day the mowing aspect of it.

Mr. Mecsecs: Any comments? Go ahead, Angie.

Ms. Littlewood: Would that be the general services? Is that what you mean that we should look out?

Ms. Clark: I have a question. Yes, I understand the prudence with looking at mulching services and those extra things, but would it not be to our benefit to just only have to work with one company for these things? Personally, I don't want to separate them out. I think we go with the company, we go with the company because then it's a streamlined effect. If we have concerns, you're only dealing with one person. I think part of what's gotten us to the point of where we are now is we're trying to deal with this group for this and this group for that and this group for this and this group for that. Then that just makes it too complicated. I think maybe we would save a little bit of money, but I think we would save a whole lot of headache and a whole lot of issues if we look at it as a complete bill.

Mr. Mecsecs: I have to agree with you on that. I think that was part of our last meeting that we were in consensus to go with one company. Like you said, it does give us options, but it becomes a management nightmare sometimes, I think, you're alluding to. Go ahead, Mary.

Ms. Clark: I'd also want to just thank Angie for taking the time to go through and to do the references. The references mean so much to me because you can look at something number wise, and you can say, "Well this is too low, this is too high." I feel like we're Goldilocks then at that point, but going through and getting those references made a huge difference and I just appreciate it very much, so thank you.

Mr. Mecsecs: Other comments? Just one comment I have as I looked through their bids as well. I know the one company came in lowest. As having been a contractor with government bids, I used to say if you are the incumbent and you don't come in lower than anyone else, there's a problem somewhere. They should know best about how they do it and what they do. But having said that, we now have a situation where we have to decide which one, we want to go with and whether that is the one we want. I know we've had

some pros and cons for the incumbent and that's not acceptable. However, I will tell you after eight years on the Board, the one before them, we had as many comments and so it mixes out and you're right, Angie. Some love them and some don't. Hey, you're exactly right. Now we have to decide which one we want to go to. Do we want to stay with the incumbent? Do we want to go with one of these other companies that are a higher bid? I'm going to have to look for a motion.

Mr. Greenwood: Just an important aspect that you see, you've got your landscape contract services where you've actually budgeted for Fiscal Year 23. In that line, we have set aside a \$168,610 for the budget.

Ms. Littlewood: I don't think that's a year ago when we got bids in. We only we got a bid in from Yellowstone, and we got a bid in from Prince. I know they weren't an apples-to-apples contract, but Yellowstone's for the services that they were providing at that time, I think it was \$173,000. You've got inflation now. I was expecting these to come in around about \$190,000, so I think 180 something is about the right price.

Mr. Zelazny: I don't think the issue that Jason had was the cost that came in. Cost is the cost. It's just to let us know as we look to do a contract. In the budget, we have \$168,000 so the Delta between 168 and 184 or 190 will have to come from somewhere in the budget, if that's what the final number is. Jim, are you looking to select a vendor and go with the pricing that they are offering us?

Mr. Mecsecs: That would be my recommendation to the Board that we have the analysis, we have the bids that we select the next bidder. Now, depending on the contract lengths, did they bid on a one-year, or a three-year, or a one year with options? Go ahead, Jason.

Mr. Greenwood: It's a one-year contract, but any contract that we do and are into, it's going to have a 30–60-day termination to ever how we want to write that. We'll have Sarah write that to be favorable for the District and protect the District to that point.

Ms. Sandy: That's right because we did not do a formal RFP if the Board remembers and the bidding threshold is \$195,000. Therefore, with these bids we, for the most part we cannot do more than a year.

Mr. Mecsecs: Which vendor are you looking to select?

Ms. Littlewood: I would go with BrightView.

Mr. Mecsics: BrightView?

Ms. Littlewood: No, that's a lie. I won't go with BrightView. Sorry, Jason.

Mr. Mecsics: I know.

Ms. Littlewood: I would go with Weber.

Mr. Greenwood: It's Weber Environmental and I think just also the important side of it is this contract would essentially be what you have right now where you have Prince and the Fox Hollow and just to Mary's point, it would bring it all into one.

Mr. Mecsics: Although the Weber falls under the budgeted amount that we have for the year.

Mr. Greenwood: No, Weber Environmental came in at 181.

Mr. Zelazny: \$181,640.

Mr. Mecsics: Further discussion?

Mr. Zelazny: I have no problem with the selection of the company. I did the reference checks and everything. Again, credit to Angie. I would like to ask us to look at, it uses the term mowing, I think it's 42 times a year or something like that. I believe that we have three categories, three areas of that should be cut at a different schedule. The high-volume areas, which is the common areas where people see is one, and then there's the area directly behind the homes that go from the home to the pond on the home side and then there's the far side of the pond which is against a retention pond or something and is significantly away from the homes and I looked at two particular areas. One Hogan, the Hogan side to Rattlesnake Lake. It's almost 60 yards of cutting. I would think we have one schedule to do to the retention pond and then once the retention pond to the lake should be at a different schedule and that goes all the way around the entire part of Hogan. That's almost a half a mile and then when you go behind green, it's the same way. That's even a deeper amount of land and I think that in close proximity to the houses, it should be on the 42 or 36 or whatever the regular rotation is, but once you get past the retention ponds and you're getting close to the lake and you're out 100 yards, that should be a significant reduction in cuts because we're not extending your yard out 120 yards.

Ms. Littlewood: When I interviewed these companies, I did specify that. I gave them the map and told them that anything that was on the pond that backed up to resident's yard needed cutting more often. The bid should have come in with that in mind.

Mr. Mecsecs: Bob, anything else?

Mr. Zelazny: Again, I'm just looking at the terms of the bid and the contract and it says all turf will be cut once a week, and I just want to make sure there's a difference because it's a lot of cutting as you go back. Significant cost savings versus cutting everything once a week versus cutting in one section once a week, one section every 10 days, and one section every two weeks behind the pond, I would be very uncomfortable. If the 181 was based on cutting everything once a week, that seems high to me.

Ms. Littlewood: That should have incurred because I could only get it to a whole of the area to 36 times a year and more than one company, including Prince, have told me that St. Augustine and everything really needs cutting 42 times a year. I passed it back to Jason and said, "you work it out because I can't get it to 42 times a year." They know that the St. Augustine needs cutting more often than the Bahia. They also know that the Bahia that's behind the resident's homes needs cutting more often than the area that's around the ponds. I was very specific about that.

Mr. Greenwood: Would it be wise to pick the vendor first who we're going to move forward with and then we just make sure that we get the Board decide the rotations because in our perspective, this is Clayton's expertise. He would say that 42 mows are best, however that is with getting the common areas taken care of. Weekly mows basically from April to August 1st, bi-weekly in the other months, and then ideally for the ponds and obviously this is for aesthetics and whatnot, they would put the pond banks at 29 times and that's obviously on the heavier end of the pond banks because sometimes there are some Districts that ask for only 19 or 26, but Clayton, this is what he's saying if you want to keep it extremely detailed. I just think to pick the vendor because the number might reduce if the Board decides to lower the amounts, but that's obviously lower on all bids that have been received.

Mr. Mecsecs: I guess from my experience with the Federal Acquisition so far is that we usually pick a vendor based upon overall because we never said it was going to be the lowest price, but the best value for the contract. I think that gets to what you had Mary and so that then when it comes to the actual negotiation with that vendor as to what services to put out what Bob was talking about and then that may reduce that price even more on that.

Mr. Zelazny: We should move forward, I think with the selection of the contractor. I'm very happy in reviewing the document and what they're offering. I would like to then allow Angie to go back and negotiate. I would like to see a map with the number of cuttings to get the final price and then I'd like to make sure that the two areas that I had discussed previously transferring back from the golf course to the CDD which are the 200-yard patches on Pebble Beach Boulevard because of the golf course inability to edge the roads and everything, and they cut on a different schedule than the CDD contractor. It would be nice for those two areas to be included in the CDD contracts so that there's uniformity on the street and well-maintained and edged.

Ms. Sandy: Just one note, I wanted the Board to keep in mind that we are pretty close to that bidding threshold. The more things we add on, if we tip over that, then we're going to need to do a formal RFP.

Ms. Clark: I don't agree with adding on golf course pieces to the CDD. If they need to be uniform, to be quite honest with you, I think the golf course needs to then mow at the same time that the CDD is mowing it. I don't think it's wise for us to start taking on responsibilities that is for the golf course.

Mr. Zelazny: When the green space was purchased, and in both communities, the golf course was to maintain those areas where you play golf. There is no golf between the first hole and the second tee, and there's no golf between the fourth and whatever. The way it was divided, it's the same way East and West. If it's not in the full playing area of golf, that's the way we just took it on because we were trying to reduce the bill for the CDD. But if you choose to leave it that way, it's fine. For aesthetic purposes it's not that much to cut.

Ms. Littlewood: Okay. If we take that on then, do we take \$20,000 from the golf course landscaping budget and put it into here and that'll make everything right, right?

Mr. Mecsics: It's not as easy as that. Now, I think we're at this point here. The golf courses have been cutting within their own program and their own budget, so it's not a savings for extra on theirs. Tell me if I'm wrong on that Bob. But I think in this case where we still have some concerns over this, I would recommend we select a bidder and then we empower both Angie and Jason to go back to these guys and then negotiate the

contract with the specifics, bring it back to the Board, and we can then say, yeah, and then we get this thing finally on the road. Could you do that?

Ms. Littlewood: Sure.

Mr. Mecsecs: But I agree with you, but it's not just the \$20,000 savings because the golf courses are doing it. I had to defend them on that one.

Ms. Littlewood: That was just me trying to get the money back.

Mr. Mecsecs: I got your sense of humor. No, I would like you to look to see if there is any additional cost or how much it would be. For me, I have the guys go out and try to edge it, but they don't have the proper equipment. If it can be rolled in to improve the aesthetics, fine. If it is cost-prohibitive or whatever, then the golf course can continue to do it, but that's certainly part of the negotiation process when Angie goes back, but I agree with you. We should move forward with Weber and then I'll in good-faith, go ahead and negotiate based on the number of cuttings, etc., and go from there.

Mr. Mecsecs: Are you making a motion to select Weber as the contractor?

Ms. Clark: I second.

Mr. Mecsecs: Okay. Any further discussion?

Ms. Sandy: I think we need to clarify that motion because it's subject to negotiating some additional terms, correct?

Mr. Zelazny: Yes.

Mr. Mecsecs: Yes. Can we modify the motion to accept Weber subject to the negotiations between Angie and Jason and then final approval to the Board? Does that make sense, Sarah?

Ms. Sandy: So we're going to bring it back? I don't know if we need to approve a proposal at this time if we're going to be bringing it back to the Board for approval, but we can do that if it gives Weber some comfort that we are moving forward with them.

Mr. Greenwood: Sarah, would it be motion to enter into negotiations with Weber, but then also we need to provide a motion to terminate Prince & Sons with the 60-day notice. Is that right, Sarah?

Ms. Sandy: If we're bringing the proposal back to the Board at the next meeting for approval, I would be hesitant to go ahead with a termination until we have an agreement in place with Weber with a start date.

Mr. Greenwood: I think actually it's more of a motion to move forward with Weber, and then if we have it brought back to the meeting for ratification because we are going to be wanting to enter into that agreement. Is that right?

Mr. Mecsics: Yeah. Sarah, I think what we're seeing here essentially is we're going to approve this contractor and then subject with our negotiations with the contractor, keeping it within the bid parameters, and then coming back and just letting us know, but we're going to select them based upon what we have now. Then this negotiation will come back with the things like Bob brought up, and then that'll just be of notice of the Board, but as long as we're approving within the parameters of the contract itself, I think we're good to go. Is that a fair assessment?

Ms. Sandy: I think maybe the motion is to approve the Weber proposal subject to Supervisor Littlewood and the District Manager clarifying the particular scope as discussed. I think that would be sufficient.

Mr. Mecsics: Okay. I think we can ask Bob and he can get his inputs to Jason as you go forth with the negotiations. Any further on that?

Mr. Zelazny: Yeah. If there's an issue, I don't know if we have to have 60 days to terminate Prince & Sons or Fox Hollow or whatever. I'm very comfortable with this contract not to exceed this number, and then can negotiate down so that we can move forward a little bit quicker.

Mr. Mecsics: Yes, Angie?

Ms. Littlewood: Is it not a 30-day termination notice in the contract? I think it's 30 days.

Ms. Sandy: They are. I just pulled them. They're both 30 days.

Ms. Clark: This contract said November 1.

Mr. Mecsics: November 1? Okay. We take it as a motion subject to what we discussed. We've just had a discussion on it. I'll call for a vote for the motion to accept the Weber proposal with the negotiations.

On MOTION by Ms. Littlewood, seconded by Ms. Clark, with all in favor, Selecting Weber Environmental Services, Inc as the Landscape Vendor, Subject to Supervisor Littlewood and the District Manager's Negotiations, was approved.

Ms. Sandy: To follow up here, did I hear we're trying to get a start date of November 1st with that?

Mr. Mecsecs: The contract was saying November 1st.

Ms. Sandy: What start date are we looking for?

Mr. Mecsecs: Yeah, if it's November, that gives us October and the transition on that, okay.

Mr. Greenwood: There are a couple of factors there, we would need to make sure that the next motion that we're going to be looking for is a motion to terminate Prince and we would do separately, for Prince and then also with Fox Hollow. So do we have a motion to terminate the agreement with Fox Hollow?

On MOTION by Ms. Littlewood, seconded by Ms. Clark, with all in favor, the Termination of the Fox Hollow Agreement, was approved.

Mr. Greenwood: And then it will be a motion to terminate the Prince & Sons agreement.

On MOTION by Ms. Clark, seconded by Mr. Zelazny, with all in favor, the Termination of the Prince & Sons Agreement, was approved.

Mr. Mecsecs: So passed. Okay, Sarah, have we satisfied the legal review on that?

Ms. Sandy: Yeah, we'll get those termination notices out and I can work with Jason on what the effective termination date and start date would be.

Mr. Greenwood: Right, excellent. Yeah, that's why I was thinking because if it's 30 days, we don't want to leave 15-day lags. But I think Weber seemed extremely motivated from my discussions with them. If we were to say, "I know you've got until November 1st, but we need you to start in a prorated month," I think that they would be more than happy to.

Mr. Mecsecs: Any further on that? Great job.

**C. Discussion of Lift Stations – ADDED (*Supervisor Littlewood*)**

Mr. Mecsics: Discussion of lift stations.

Ms. Littlewood: Well, last month, you approved me to go ahead with lift stations providing it didn't exceed \$5,400 and unfortunately, it will. So there were several issues. I have some quotes from both Yellowstone and Prince. The lift station on Pinehurst. There is only about 18 inches of CDD land to the left of the lift station. So any planting there would have to be done on the resident's property. So, we didn't get a quote. They didn't give me a quote for that. They just give me a quote for the back, the side and the front. Since then I've spoken to the resident there and he would like to have the Podocarpus that was going around the rest of the fence, put down there even though it will be on his property. And he's told me that he would be happy to take care of it. And I said, but what if one of them died? And he said, well, then the CDD would need to replace it. I don't know how the Board feels about that. So I said I would bring that back to the Board. I have been back to Yellowstone and Prince and asked them to give me a quote for all four sides there. I'm still waiting for that to come in. They told me they would have it for me today, didn't have it when I left this morning. So I'm kind of still in limbo with that. The other one, Yellowstone, did come back at some point and give me a quote for the Podocarpus and for laying the drip feed that we could do. Prince and Sons still haven't sent me that, so I have no clue what that would be. And so at the last minute, I asked Weber if they wanted to bid for it as well, and unfortunately, they came out on Wednesday and I couldn't meet them. I kind of went just from what I told them on an email and that bid has come back really high. I don't know where to go from here because I haven't had all the bids in. I don't know what to do.

Mr. Mecsics: I think in light of what we just decided with our primary landscaper. I think we, again, I don't want to put more work on you, but I think we need to go back to Weber and let them do a formal evaluation of that, because they will be the primary folks out here. But like we said, we only want one person rather than another bunch of companies going out there. We could probably recommend, I would recommend to the Board that you go back out and check with Weber on that, but I think we need to discuss

a little bit more on what is our concept for those lift stations, so that you get a little more guidance as to what you need to be looking at?

Mr. Zelazny: Yeah. Just to echo what Jim just said. I went out and looked at the lift stations. The one on Pinehurst, there is not a lot of room in between but on the backside, you need to have a hedge there because people on the other side of the pond are just looking at the lift station. And so, even the one on Sawgrass, there isn't a lot of space between the buildings and literally the only thing that's coming out there, it's just a bedroom window. Now, I think it's very important that there has to be curb appeal. And so, I think we need to make a conscious decision on how much hedges we're going to do. I think back to the house is fine, but I don't know why we have to do 50 feet of house when it's just a window. And I've been looking at the river rock versus grass because we have them at both look different locations. I don't know what the cost difference is between putting out the river rock or the Bahia grass. I think big, expansive areas of river rock. when there's nothing in it, just the river rock is not as not as attractive, and doesn't have as much curb appeal as the grass would have. But I think if we're going to take a bid, I think the first thing we need to do is agree on how we want a landscape it. That's really how much landscaping we have to do.

Mr. Mecsics: Go ahead.

Mr. Zelazny: Certainly if we have some options and we had some diagrams, we could probably make a good decision on the bids. I think as long as our contractor right now is keeping the weeds down and cleaning it up until we can get the resolution, I think we're fine.

Ms. Littlewood: The contractor isn't doing anything. It's the city that's doing it. The contractor refused to do it without an extra charge unless we gave them the whole community. But I have had discussions and I think I brought it back to the Board. I've spoken to the residents because originally, I felt we could put jasmine or something on to grow the fence. But I spoke with the city and the city said we don't really want you to do that because the rain and everything could pull the fence down if there was a hurricane came through. So I went back to the residents and they, the one on saw grass well all of them really have said, when we bought this property, we were told that this would be landscape. We really don't want even to look out in the bedroom window and see the

fence, which is fair enough. We were all told stuff that isn't actually happening. So I did speak with them and I also spoke with, I think it was Dana from Yellowstone that gave me the contract when I was out there, we discussed turf, Bahia grass on there. The problem is the irrigation, there's no irrigation so that would extend with the drip feed further around. But the cost of maintaining it, you know, the extra cut each week, it was on a par with the mulch or the river rock. So there wasn't much difference.

Mr. Mecsecs: Mary, do you have something to say?

Ms. Bosman: I just have a little bit of a concern about the CDD putting landscaping on homeowner's properties. I think that's something that we need to consider when we talk about it. So maybe dovetailing off a little bit of what Bob said. Maybe we get quotes that talk about the front and the back, hedging it. And then quotes that have all four so that we can look at it and then make the best decision. Keeping in mind that on the oftentimes on the two sides, it would have to encroach in on the homeowner.

Ms. Littlewood: May I respond to that? On the one on Pinehurst, when standing and looking at it from the road, looking at the list station on the right-hand side, there is ten foot of CDD property on there. So not only do we need to put the Podocarpus down there, but we also need to lay some tuff, some Bahia or something because of how much property there is there that is actually at the moment just all weeds. We would need to landscape at least three sides on that one. On the other one, like I said, we have about five foot of CDD property on Sawgrass, which is enough. But as the bushes grow out, they will grow over onto the let's see. And we would have a tab access from the residents to get down there, which they've agreed to. I think that my main concern is that where there's only 18 inches, which the plants will actually be on the resident's property.

Mr. Mecsecs: I don't want to give you more work, Angie. I'm making sure there's nothing sharp over here.

Ms. Littlewood: Can I just say I was five foot two when I started this with all the weight down now, I'm only five foot.

Mr. Mecsecs: I would recommend that working with whomever and the inputs where the residents are fine, but we also have to measure that and weigh that for the entire impact. The cost would be on the entire community. But how about if you come back for our next meeting, with the concept for each one of those places. And that way we can all

take a look at it, discuss it along with the price and then do a cost benefit on that. And then that'll make it a little bit easier for us to work on. Can you do that?

Ms. Littlewood: Yeah.

Mr. Mecsecs: What we'll do is Angie has accepted to go back and come back to the Board with a concept for each one of those areas that we can talk about, discuss, and then a pricing that'll fit into the impact upon our landscaping overall budget. Discussion on that?

Ms. Littlewood: Sounds good.

Mr. Mecsecs: Lift stations. That's what I have under new business. Is there any other new business that we had coming?

Mr. Zelazny: Before we leave landscaping, just a question. Do we have a plan for the islands and the front entrance plant replacement?

Ms. Littlewood: I was going to bring it up in other business but as we're doing it, I'll talk about it now. First of all, the pond behind Pinehurst has only been about just over half, not quite three-quarters landscaped by the developer and then it's just been left, so the residents are now saying, look at the mess that we've got here. I think it's going to be down to the CDD now to do something about that area. I haven't had the experience of whatever you wanted to do with other ponds whether we need to turf it or whether we just fill it, I don't know. I'm leaving that for the Board to discuss and give me some direction.

Mr. Zelazny: I can tell you that four years ago when the CDD accepted responsibility of the ponds, that's how long we've had responsibility and the bank is CDD responsibility. During construction, we've always asked the builder to fill in those spots, level it off, and then we've thrown Bahia seed out. If there are areas that are that way the CDD is going to have to address it because it's CDD property. We've had that responsibility for four years.

Ms. Littlewood: I don't know how that works in the budget because I am not going off of the budget so cover all that for me.

Mr. Mecsecs: I think in that case then, again, that needs to be addressed from a perspective of what we need to do for this in the future. Then again, whatever we do as we always talk about, it has to fit into the budgetary requirements that we have.

Mr. Zelazny: I think what would be helpful, Angie, is to identify all of our retention ponds where there is that washout or incomplete, where it's not smooth, identify it then we can figure out what the cost is. The cost could be one load of topsoil and somebody to bring it in and dump it and then we can either throw Bahia grass or grass seed out and see what happens. But there are some washed-out areas on other ponds as well that probably needs to be addressed.

Ms. Littlewood: Addressing the islands and the front of the community here. Two landscapers, both Prince & Sons and Yellowstone have told me that you either plant landscaping that suits your irrigation or you adjust your irrigation to suit the landscaping and that has not been done. Neither of those have been done on those islands. Hence, we're getting all these plants that are dying because of the irrigations. I've gone out numerous times with them to look at the irrigation and it does seem like some of those plants are getting watered even though they're dying. Fox Hollow have taken no responsibility. They planted new plants on one which they took responsibility for which died within a week. I don't know what the answer is. I don't know whether we just need to pull them out and maybe just put mulch down there or even go to the expense of putting river rock on some of those just to brighten which will enhance the plants that are already there. There are four gaps in the front where they took dead plants out that I need to look at replacing. I've looked at the other plants in there and they don't look healthy either.

Mr. Mecsecs: Go ahead, Bob.

Mr. Zelazny: Well, I think that's the point is that we need to do something. I brought it up in the previous meeting. I thought we had a guarantee from Fox Hollow for the maintaining of the plants and everything that they have put in and maintained. Before they walk out the door, we should try to recoup something of that to replace the plants that have died. I don't understand why they took the ones out of the entry because first, they cut them back to nubs and then they were there for a month and then they just took them out and now, like Angie said, we have four big gaping holes in the landscape which we shouldn't. That's the face of Lake Ashton West coming in and that should be nice. I think we need to have at least some kind of plant. I agree with you, Angie, that, maybe mulch or sod in the aisles is the answer but I'd be welcome to hear any ideas on how to approach it.

Mr. Mecsics: Angie?

Ms. Littlewood: Prince & Sons actually told me that the irrigation in the islands was actually designed for turf, for down there. I have tried to make Fox Hollow responsible. I asked them to take the dead plants out of the front, they did cut them back. They told me that it was frost damage and they don't guarantee for frost damage.

Mr. Zelazny: It hasn't been that cold lately.

Ms. Littlewood: No. This has been going on since March for the front. Now we've got the finger-pointing at which Prince & Sons is saying the irrigation's fine, Fox Hollow was saying, they're not getting enough water.

Mr. Mecsics: Well, I think in that case, Sarah, I'd like you to review. Sarah, I think you need to review the contract we have with the folks there and see if that is valid. I agree with Bob. I remember that being in there. If it is, we can either ask for remuneration back if they don't or we just hold back the last final payments like we've done before. But I'm going to need a legal review on that. What do you say, Sarah?

Ms. Sandy: I apologize. My phone cut out and my earbuds died. Can you repeat that? I was switching audio.

Mr. Mecsics: There's a concern over here about Fox Hollow not living up to their contract and replacing the plants that died. What I'd like you to do is take a look at the contract and see what they are required to do and if they're not and they don't step up as Angie has said, then we can either ask for money back or we just withhold their last final payments so we get some recoupment on our money.

Ms. Sandy: Okay.

Mr. Mecsics: Okay. In regards, this is just my opinion. I don't look at plants and I think everybody knows I was a biology major I hate plants I like little animals. The medians coming in were all designed to sell houses. And I know that sounds campy, but it was designed to sell houses. We're not in the business of selling houses, but we wanted an aesthetically pleasing community so we have to measure that between those two and do we want to have flowers and look really great, all over, but I agree with you Bob and Angie that we need to look at that to say, "What is our concept really for what we want for the front area and then coming in along" and then get an approval and then we can adjust on that.

Ms. Littlewood: Can I just say as well I know that I have been tasked with finding some lighting, I haven't forgot. I haven't forgotten about it, but I've been so inundated with all this stuff that's been going on, that it has been pushed to the back. But I haven't forgot everybody. I will be dealing with that.

Mr. Mecsecs: I don't think anybody has and I know you've been very busy with this and the amenity policy and all this stuff, so that's a lower priority. Anything else, Angie?

Ms. Littlewood: No.

Mr. Mecsecs: Now we can move onto staff reports. I'm sorry. I missed dog parks.

Mr. Greenwood: Just to add so there was the original one, dog parks were put on there and then it was replaced with lifts stations. Because I don't think there's anything else to go in the dog parks as of right now. I do know that the one update that Angie does have on it, is that she requested Prince to re-roll the grass areas, which hasn't been done yet, I don't think but I did see the e-mail communication that she requested that to be done because it was a concern of the community. Angie has been working on that as well.

Mr. Zelazny: No, I wrote it down because it was on the agenda and I was just going to say, I thought that you did a great job in getting the stuff resodded. I thought it looks pretty good. I mean, it's coming in pretty well. I mean, it's never going to be even and level when you resod it, it takes a while to settle in. But I think it was a good solution, I think it's covered all the tracks everywhere. I was just going to say, good job.

Ms. Littlewood: Thank you. We have actually closed Pebble Beach until further notice really because of all the rain, I mean, literally, you almost feel like it's coming up over your shoes. We've closed that until further notice.

Mr. Mecsecs: That closes out the new business.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Mecsecs: Staff reports. Attorney, Sarah?

Ms. Sandy: I do not have anything to report to the Board at this time. If you have any questions, I'm happy to answer them.

Mr. Zelazny: Sarah, I'd sent Jason the tax forms for the golf course and the maintenance shed and asked for a review on that to see if we're paying more than our fair share on that. Do we have an update?

Ms. Sandy: I do not have an update at this time. I apologize. I will look into that and get back with you.

Mr. Zelazny: Thank you.

Mr. Mecsics: Anything else for Sarah?

### **B. Lake Ashton II Community Director**

Mr. Mecsics: Community Director, Ms. Mary.

Ms. Bosman: Good morning. An update on the carport building permit. We've hit some snafus along the way of getting that protection for the pool equipment. Our engineer, Alan Rayl went to the city of Winter Haven and they would not allow him a building permit, stating that we need to get a licensed contractor to do so, so currently, James and I are working with the manufacturer of the carport in Ocala and according to James, he's saying that they will be able to acquire that. So we'll give you an update at the next meeting. We're working hard at getting that going.

Mr. Mecsics: The city Winter Haven changed those rules earlier this year because I talked with the Board down there and they changed the rules and they didn't quite make it too clear, to the populace. Now we're on the right track.

Ms. Bosman: Yes indeed. The bids for the new roof have been received and forwarded to GMS, several contact calls have been made regarding the service agreement with select rehab and for the update on that, the proverbial check is in the mail. So we'll see how that goes, we'll be working with chairman of the Board and possibly Sarah, if that doesn't come through. That's the update on that.

Mr. Mecsics: Mary, we spoke with another company yesterday, the gentleman that used to be here, Matt and moved over to this company. And this company will provide much better comprehensive to include blood testing here on site. We're going to look to switch that vendor over. And the good news is, everybody that's down there comes over what this new company, because you're right. The check is supposedly on its way, but I think what Mary was just saying they're not going to just cut them off. But I think we're to

the point that we can change vendors. Same thing but with expanded services. So if somebody wants to get their blood taken, they can come here rather than going down at Quest Labs or something like that.

Ms. Bosman: This service expansion is quite significant and it'll really be a plus for our residents. I think it can be seamless working together after that meeting too.

Mr. Mecsecs: What I would like to ask the Board what we can say, is if we don't get that check, you're out of here and we'll go with that other company just so we can have a seamless transition for our residents because I want my money.

Ms. Bosman: Correct. And when we say seamless, it also means the staff. The staff is going to transfer over too. So the select rehab staff currently that's working with our residents will be transferring over to the new and that's not a supposition on our part, that's a bona fide fact. So the residents will not experience any changes except the increase in services. So that'll be a real plus for us.

Ms. Clark: I have a question. Sorry, Mary.

Ms. Bosman: Sure.

Ms. Clark: If we're going to increase services and we're going to allow this company to operate here with and provide additional services, are we negotiating a contract with them? I have a really strong concern. I understand that it is really great benefits that we're providing to our residents and I don't want to not provide the services, but I have a very strong concern about our liability when we provide these services. We're going to draw blood and we're going to provide physical therapy, we need to be covered. To make sure that we're not sued or worse, damages are done to a resident because we are thinking we're providing a great service, but we're not covering ourselves. So I have a concern about us entering into a contract with someone where it's not been brought up to the Board for review and I would hope that it would be vetted by legal to ensure that we are as an institution we're covered.

Mr. Mecsecs: Before we would do anything, obviously we'll come back to the Board and show, and that would include a legal review. You're absolutely right.

Ms. Bosman: By virtue of them being certified, that carries one level of protection, and then their company would be the next level of protection. So there are things in place and we have considered that.

Mr. Mecsics: Go ahead, Sarah.

Ms. Sandy: Just to add to that, yes, Mary, there would have to be a new agreement similar to how we negotiated a license agreement with Select rehab that would have to come back to the Board. And I know the way the phrasing of the District providing the service, but I want to be very clear that the District is not providing the service. We are allowing somebody to come in and provide that service. They are the ones that are responsible for those services and we have to be very clear about that.

Ms. Bosman: That's one of the reasons why we don't have a sign up saying the direction to that area. Going on. Fitness classes, the attendance is increasing except for two of the classes. Regarding those, we will be having a meeting next week to discuss why and what we can do to increase 100% of our classes. People are coming back after their summer holidays and so forth, so our class numbers are increasing which is very good. Throughout the summer we had ice cream social onetime a month, and the last one we had 75 residents. That's really good. In October, we're going to start our weekly ice cream socials. That's always a fun way to end the week with those. The October media and sponsorships regarding our theme and events for breast cancer awareness in October, of course, had been discussed. We have a vendor back out of the sponsorship, but we're turning over new leaves, and we'll make sure we get that in place for the breakfast sponsorship. Long-range planning continues for 2023. We're at build-out, so we have lots and lots of residents to supply activities for. I'm in the process of setting up a meeting with Christine from the clubhouse and Bob Plumber and of course Jim, and myself, to do some long-range planning with the big events. The goal is to make for lots of events which we have now, but we want to spread them out a bit. This is my personal goal, and I hope the other committee members share that with me, I think they do, to make choices so that they're not conflicting with each other. We are one community, and I want to make sure that we have plenty of opportunity but not competition. That meeting will transpire hopefully next week. While I'm talking about meetings for next week, we will be having a joint amenity policy meeting again. You'll be getting an update on that. I attended the new resident social this Wednesday. We're down to about 20 residents. Obviously, that's because of build-out, and going forward, we're probably just going to have resale but they need attention too, so we are looking possibly to discuss at the

meeting with the Chairman's and Christina and I decreasing those in frequency. Maintenance projects completed, the stop sign finally has been replaced at the corner of Oakmont and Sawgrass. That was the supply issue. James can speak to that better, but there's a liner that goes on a stop sign. I think that was about a six-week delay, wasn't it, James? That's what I thought. The new sun umbrellas for the rose garden are in place. Pickleball courts have been resurfaced, and new windscreens have been put in place. I'd like to thank the volunteers that came out and helped put those up. That was very kind and generous of them to do so. The outside fence lights that are on the top of the concrete columns outside the spot area and behind the pool have been replaced. Any questions? Thank you.

Mr. Mecsics: You and the staff has done a great job. I mean that very sincerely. Keep up the good work. Don't we have a toga party coming up?

Ms. Bosman: Yes, indeed, we do.

Mr. Mecsics: I'd live to see Bob Zelazny in a toga. I won't.

Ms. Bosman: We're even going to have prizes for that. We have several really fun things coming up, and I have a surprise probably going to be announced at the next meeting, but I'm keeping it under wraps because it's pretty cool.

Mr. Mecsics: Good.

Ms. Bosman: Thanks.

Mr. Mecsics: Thanks, Mary.

### **C. District Manager's Report**

Mr. Mecsics: District manager's report.

Mr. Greenwood: That was a pressing point with the landscaping, again, with Angie to get that done. Finally, with that scope, and now we're going to move into the negotiation part but bringing it all together, that was something that when I first came, I think it was in the March or April meeting we said bringing it together would be a good benefit for the District. Obviously, now we're going to be looking at the contract for the roof as well. Hopefully, the lower bid is the one that comes through, and we are in a good spot with that because we are in need of that roof replacement. But other than that, obviously after our last meeting, we just certified the assessments and had that sent to our good friend, the tax collector. We're all set in that half. But other than that, on the management side, I

have responded to a few residents. I guess there was a few emails that were not concerned in the CDD, then we'll point them in the right direction working with the HOA. Other than that, I don't have anything else really to report on.

**NINTH ORDER OF BUSINESS**

**Financial Report**

**A. Approval of Check Register**

**B. Combined Balance Sheet**

Mr. Greenwood: I will be moving into the financial reports where we've got the approval of the check register, you got your combined balance sheets and special assessment receipt schedule. Were there any comments or a discussion on that?

Mr. Mecsics: Do you have any discussion? Let's go to the approval of the check register. Is there any discussion or questions on checks? Bob?

Mr. Zelazny: Well, we are covering it all at once or just the checks?

Mr. Greenwood: I only look to approve the check register, but it was a part of that. You've got your combined balance sheet and special assessment receipt schedule.

On MOTION by Mr. Zelazny, seconded by Ms. Clark, with all in favor, the Check Register, was approved.

Mr. Mecsics: Anything else there, Jason?

Mr. Zelazny: On the budget, just so that the residents know, if we spend at the same rate that we did the last two months, we will finish the year with a larger end-of-year fund balance than we had projected, which is good news. If you look in the check run for this month, we prepaid our insurance for the next year which was \$40,000. That will come up on next month's financials. Our end-of-year fund balance will go down, but that'll be taken against the first-quarter contingency funds for the following year. In capital, you'll notice that we paid the invoice for the pickleball resurfacing which was completed. That came in at \$1,100 less than bid. That too will be reflected in next month's financials, not necessarily this month. Looking into capital again, the end of year fund balance is \$330,000. We still have, like I said, \$26,000 worth of approved projects and invoices to pay, bringing that total down to \$304,000. But it's further reduced now because we just approved the roof contract that brings us down to right at \$200,000. The good news is

though, that improves our FY23 posture by almost \$128,000. That's all-good news on the financial side.

Mr. Mecsics: Good. Anything else on that? I'll take a motion, we have to approve the check register, the other ones are just for information only, I believe. Let's do this, let's approve the check register. Take a motion.

Mr. Greenwood: We've already approved the check register, and that's the only one that requires a vote.

Mr. Mecsics: Good.

### **C. Special Assessment Receipts Schedule**

Mr. Mecsics: Now, Angie, do you have a question about the special assessment receipts?

Ms. Littlewood: Yeah. What is it?

Mr. Greenwood: When we've received the money coming in and then when we've been paying off our debts. You will see the gross assessments that we've got from the tax collector tells you the dates that it's been received and then also when it's been paid off to, I guess the people that lent the money.

Ms. Littlewood: It's from Mr. Tedder?

Mr. Mecsics: Yes, it is.

Ms. Littlewood: We're not doing a special assessment on the residents. This is coming in, not going out.

Mr. Greenwood: This is what everyone signed up for and what you guys will decide on what they have to pay.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Mecsics: Supervisors requests. I have one request. For the next fiscal year, we have it in the budget and for \$10,000 for a new security golf cart. Our golf carts, we bought them when originally, they were used. They are definitely past their life cycle. James has gone out and found some vendors for an American made type of cart that's under \$10,000. That will also save us the maintenance fees because it'll be under a warranty as well. I'd like to make a motion to allocate for next year's budget in October because the bids are good until the 15th of October. This is to order a new cart and we

can see what we want to do with the ones here, whether they want to keep it here for maintenance or whatever have you. I'd like to make that motion. I have a second. Any further discussion?

Mr. Zelazny: Is the cart we're ordering a new cart?

Mr. Mecsics: Yes, it's a new cart.

Mr. Zelazny: Is it hard sided or soft sided?

Mr. Mecsics: It'll be soft-sided.

Mr. Zelazny: Soft sided.

Mr. Mecsics: Yeah.

Mr. Zelazny: Comes with how long of a warranty?

Mr. Mecsics: Three years on the engine.

Mr. Zelazny: We're going to terminate the performance cart contract, which is \$3,000 a year?

Mr. Mecsics: \$3,600.

Mr. Zelazny: The performance cart contract will be canceled?

Mr. Mecsics: That is correct. Any further discussion? I have a vote all in favor?  
Aye. All right, so passed.

On MOTION by Mr. Mecsics, seconded by Ms. Clark, with all in favor, the Purchase of a New Golf Cart for \$10,000, was approved.

Ms. Sandy: Do we want to take a vote to terminate that? Do we want to go ahead and terminate that service contract?

Mr. Mecsics: Yes. I'll make a motion to terminate the performance carts contract once we get the new one after October 15th, and then so I have a second on that?

On MOTION by Mr. Mecsics, seconded by Ms. Littlewood, with all in favor, the Termination of the Performance Carts Contract Once the New Cart is Received, was approved.

Mr. Mecsecs: I just wanted to mention today is National POW/MIA day, so please keep good thoughts on families that still have folks out there missing. One last thing for me, I want to recognize that September was a very, very unique month because two guys were born during that month and I'll pick on poor Bob Zelazny because he's the oldest one, but happy birthday, Bob, it's Monday, isn't it? Happy birthday, Bob.

Mr. Zelazny: Thank you. Happy birthday to you.

Mr. Mecsecs: Good and happy birthday to me. Thank you. Do we have anything further? Yes, sir.

Mr. Zelazny: I have two issues I'd like to bring up.

Mr. Mecsecs: Sure.

Mr. Zelazny: One is invoicing. I think we need to tighten up our procedures by who actually approves the completed work before the invoice is signed and paid. Sarah, if you're listening, the Fox Hollow contract, I brought up to Jason to have you review because the Board approved \$1,600 a month. We're being invoiced \$3,200 a month and it's being paid. The stop bars, the bid came in at \$3,275. Invoice was paid at \$5,404. The invoices on the cart paths and we discussed this at Board meetings that we didn't multiple times plant grass for the same projects. The Sawgrass cart path, we paid \$1,300 for 832 square feet of St. Augustine grass. That's the size of the cart path alone, so I don't understand that. The water service was 3,000 square feet of Bahia grass in 850 square feet of St. Augustine and there hasn't been any grass planted out there, none. Pebble Beach cart path was again, 832 square feet of St. Augustine and another \$1,300. Before we pay, we need to make sure that the work is done and somebody signs off on it before we pay these invoices. I don't know, I've talked to Alan about the sod stuff on cart paths to see if when SNS comes out that we can get some credit for it. But the Fox Hollow thing that's going to be up to Sarah to how we figure out.

Ms. Littlewood: Can I address that?

Mr. Mecsecs: Go ahead.

Ms. Littlewood: I looked into that, the contract was written wrong, the contract is incorrect. It should be \$3,200 a month. It's not \$1,600. If you look at the total figure, they are not billing us on a monthly cycle. They are billing us on a weekly cycle and that makes 13 months in the year, not 12. I can't remember how I did it. But I sat with you Mary, didn't

I, and I explained it to Mary and it does sound very complicated, but where it says we should be paying \$1,600 a month, that's wrong, it's \$3,200 a month. We're paying the correct amount.

Mr. Zelazny: My point is that the Board approved a \$1,600 a month contract, that's what the Board approved. Then the invoice was paid at the \$1300 twice a month, so instead of the \$1,300 a month or \$1,600 a month, that we approved, we're paying \$1,600 every time they come, which is twice a month.

Ms. Littlewood: Okay. But then the Board also approved the annual figure. The contract had an annual figure, which is correct. The monthly figure in the contract is wrong, so if you only pay them the \$1,600 a month, you're not paying them the correct annual figure.

Mr. Zelazny: Again, the Board approved action was X amount of money per month not to exceed \$41,000. It didn't say we were paying that, it was not to exceed that. There obviously is an issue when the Board has only approved \$26,000 or \$20,000 a year and we're paying \$40,000 a year. There needs to be some reconciliation with the Board because you're not authorized to spend that kind of money.

Mr. Greenwood: I think with the Fox Hollow agreement, like Angie said, there was a maximum number and I guess that how it was written. That they could do up to the maximum and essentially that number it didn't exceed it, but that's how it was being billed. But now we've terminated that agreement. We're not going to have that issue going forward. Also, from the aspect of when we receive an invoice, it's signed off on behalf of Alan the engineer that the work has been completed and then obviously then that's sent to the Chair for approval that we get to Sharon to pay them. I think going forward, from management it will be, Alan is the job completed? I know it's signed. Typically you would think if you see a signature and a date, you would think it has been completed, but I believe there was the four projects that Bob's identified that we just need to make sure. We will look for updates. I know you spoke to Alan, but I'm going to be paying close attention to them to make sure. When I drove through the community, I saw the sod and it's not done.

Mr. Mecsics: That's a valid point that Bob makes that we just to make sure of that.

Mr. Greenwood: Absolute a very, very valid point. Across the board, we will just make closer eyes and ask the questions going forward.

Ms. Sandy: Just to be clear from my perspective, and sending these termination letters to both Fox Hollow and Prince & Sons. As of right now, the only offset that I'm aware of is the Prince & Sons plants that would need to be replaced, that is an offset that we're asking for. Are there any other offsets that I need to get with Jason or Angie on?

Mr. Zelazny: I think the plants, Sarah, are Fox Hollow.

Ms. Sandy: I'm sorry. That's what I meant.

Mr. Zelazny: Plants are Fox Hollow, because they're the plants.

Ms. Sandy: I'm trying to draw up the letter now.

Mr. Mecsecs: How about if we have both Angie and Jason get with you to quantify what those areas are short on or if we have a question with the payment, let those two guys get together with you directly.

Ms. Sandy: That sounds good.

Mr. Zelazny: Then one other invoicing issue and that is regarding the buffer areas, the work that's done, and the quality of the work and the standards by which they're being done.

Mr. Mecsecs: Bob are you talking about the ones that you have a conflict of interest?

Mr. Zelazny: No. I've checked with Sarah in the past and the only issue I had to recuse myself was when I voted to do something with it but discussions on the contract.

Mr. Mecsecs: No. That's incorrect. Sarah was when we talked about this once before, discussions and voting were all carried together; is that not correct?

Ms. Sandy: There are two pieces to this. Bob, what we discussed is that you can provide facts to the Board, but if there is an ongoing discussion about the overall contract then that is what you'll have to recuse yourself from. But if you want to provide facts to the Board, you may do so. It would be preferable that that's during the public comment period rather than as a supervisor requests as this would be coming from you as a resident. So I think we can handle that under the public comment period at the end.

Mr. Greenwood: So just to add, I think the current contracts that we have in place, it's not being renewed. That's with Applied Aquatic for the buffer areas. This ends, I think

the last cycle we need to double-check, I think it is September, then it's not being renewed at this point.

Mr. Mecsics: If Bob has some concerns about the cutting and the scheduling Bob, then please give those to Jason and then he and I can address that with Applied Aquatics because I want to make sure that they're doing what they're supposed to be doing.

Mr. Zelazny: I have provided them Jason, and I will tell you that on your laptops are 23 pictures of the three areas that you can see the discrepancy in the maintenance of the three areas. One area is two cuttings behind and at this point, the water level is up so that they can't do what they were supposed to do initially. But I would encourage you to look at the pictures, there are three standards. The first, I think six or eight pictures are of the Heart Lake buffer. The second six are of the Hogan Lake, Rattlesnake lakeside, and then the last ones are the Pebble Beach area. I just want to make sure that the work is getting done so that the residents that have paid and the CDD that's paid is getting what they paid for.

Mr. Mecsics: Well, I can tell you as the guy that picked that up of the two areas and you and I can't talk. That's why I say for Jason, the other two areas I have talked and discussed with those and we've not had any real issue. Thank you.

Mr. Zelazny: Also while you're looking at the 20 some pictures, you will see that the area that we talk about which has less cuttings. You can see clearly on these pictures. Then so that was all dealing with invoicing in those areas. But Jason, I will hand it over to you to work through that. The other thing that I ask is that, the Board obviously has made the decision not to support funding going forward next year after the money we've already committed. In that regard, because one finishes up in November, another one finishes up in January, and then the other finishes up immediately after that. We need at this time to start to energize ourselves, to find vendors, get quotes, to see if we're going to use the same procedure that we used last year where it's all or none or individuals can contract direct. We need to do it now because again, we are getting close to the termination of two of the three contracts. Now if the Board is going to vote to fund 50%, then I will recuse myself from that vote. But at this point even if we do it 50%, we need to get the right people.

Mr. Mecsics: Bob, you're getting into a discussion now I'm going to have to ask you to stop that.

Mr. Zelazny: Well, yes and no. We need to look also at changing the procedure within the CDD.

Mr. Mecsics: Then I will take that on.

Mr. Zelazny: Okay.

Mr. Mecsics: Okay. Anything else?

Mr. Zelazny: No.

Mr. Mecsics: Okay. Angie?

Ms. Littlewood: No.

Mr. Mecsics: Mary?

Ms. Clark: No.

## **ELEVENTH ORDER OF BUSINESS**

## **Public Comments**

Mr. Mecsics: Public comments. Yes, sir. Please come forward and identify yourself.

Resident (Jim Hellman, 6140 Pebble Beach Boulevard): With regards to the pump stations, I'm not the one of the adjacent property owners, but I do live nearby one of those. But I think the conversation regarding the potential of not landscaping the sides of the pump stations, I think with as much pedestrian traffic as we have, and as you know that the view from the front, it's not standing right directly in front of it, but also as you approach those properties that I would suggest and like to see you consider doing all 360 degrees of those pump stations. Because it is not just the adjacent property owners have to see that fence, but anybody walking by, riding their bike by or any of that are also affected.

Mr. Mecsics: Thank you.

Resident (Jim Hellman, 6140 Pebble Beach Boulevard): Then also with regards to the islands, I know that is a long conversation to be had about this and you guys are just getting into it, but I would love to see us get back to how it was, and it wasn't really that way when we moved in. I've seen pictures of it. The palm trees and that I know there's some concerns about the royal palms and the disease and that. But I'd love to see us get back to the royal looking entry with the palm trees all the way down the center again.

Mr. Mecsecs: Thank you. Hi, Stan.

Resident (Stan Williams): Coming into a new year, I've got a couple of things, two different things that I'd like to suggest or talk about. I apologize for not being here earlier because I would've put this as an early comment towards the golf course. To proceed this on my comments, golf course is doing great by all accounts, it looks great. Everything looks good. The one concern I have is not about really about the golf course, but about the financial reporting. It used to be that with the folks get up, they talk about what happened this month kind of thing. We have no visibility. From what I can see from the resident's side, is what's happening against the plan. We used to have as part of the financial reporting, a page saying, here was the plan and here's what we're doing according to the plan. I think what it was GMS doing that reporting. We got that right in the beginning.

Mr. Mecsecs: Yeah.

Resident (Stan Williams): Was it coming from Indigo? I don't know. But we're not seeing that anymore. I'm sure that Bob follows that very closely. I don't know if the other Board members see that. I know as residents, I don't see that. Going forward to new year, I would appreciate when we get our agenda. At the very least, seeing the numbers that are supplying for that month, but I'd really like to see it quarterly or yearly against plan. Not looking for discussion, just something I'd like to say. The second area that I'd like to talk about, Sarah before I get started, this is no reflection on you folks or what you've done. I've worked with you guys and appreciate everything you've done. However, as Bob and Jim know, you folks were brought in when a golf course came in. Our previous lawyers had to resign for conflict interests. Doug stood up in a meeting, brought in you folks. On that, we had no due diligence, no looking at it at all. It was just voted on, is either four to one or a three to two vote on it at that time, if I remember correctly.

Mr. Mecsecs: Four to one.

Resident (Stan Williams): Four to one. I can't imagine who the one was. But mainly why I said that is because we had not done it due diligence. It was brought in and to get through the golf course it got put through. I think it's time coming into a new year that we should validate, that we've made the right choices financially.

Mr. Mecsecs: Thank you. Any other one?

Mr. Zelazny: Just let me address the financials of the golf club. The golf, they do attempt to provide it every month. As soon as they are done, they are provided to the District for distribution. If you want them, you can go to the Pro Shop or you can go online and they should be filed with everything else. But the spreadsheet is the same. It goes from the beginning of the year with the budget all the way to where we are and it's measured against last year and last month.

Stan Williams (Stan Williams): As a resident, I don't feel I should have to go to the golf course to ask that. I think that should be visible within the financials coming from the Board.

Mr. Zelazny: I think I just said Stan, that as soon as they're done, they're provided to the District. You can get them online. Or I said or you can go ask Ron for them.

Mr. Mecsics: Okay.

Mr. Zelazny: You don't have to. You can go online and get them as soon as they are complete.

Mr. Mecsics: Your point is well-taken. Thanks, Stan. Anything else?

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

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

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION VII

# SECTION A

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between:

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, whose mailing address is 4648 Eagle Falls Place, Tampa, Florida 33619 (the “**District**”), and

**WEBER ENVIRONMENTAL SERVICES, INC.**, a Florida corporation, with an address of 5935 S.R. 542 West, Winter Haven, Florida 33880 (“**Contractor**”).

**RECITALS**

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

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

**2. CONTRACTOR OBLIGATIONS.**

**A. Scope of Services.** Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but

which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

**B. *Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

**C. *Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**D. *Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

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

**F. *Protection of Property.*** Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or

omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

**G. *District Representative; Reporting.*** The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

**i.** The District hereby designates the District Manager or his or her designee, to act as the District Representative.

**ii.** The District shall have the right to change its designated Representative with written notice to Contractor.

**iii.** Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

**iv.** Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

**H. *Deficiencies.*** Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor’s compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor’s compensation.

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

**J. *Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

**K. *Environmental Activities.*** The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

**L. *Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

**M. *Subcontractors.*** Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

**N. *Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

### **3. COMPENSATION; TERM.**

**A. Term.** The term of this Agreement shall be from October 17, 2022, to September 30, 2023, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement may be renewed in additional, one (1) year terms commencing October 1st of each year, up to four (4) additional annual renewals, so long as the total compensation under each year and corresponding agreement, including any applicable work authorizations, amendments and change orders thereto, do not exceed the bidding threshold for CATEGORY FOUR pursuant to Sections 190.033 and 297.017, *Florida Statutes*, and the District's Rules of Procedure. Renewal must be agreed to by the parties, in writing, including any increases in price for the renewal year; any renewal or increase in price without such written agreement by the parties shall be null and void.

**B. Compensation.** As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **One Hundred Seventy-Three Thousand Eight Hundred Thirty-One Dollars and 35/100 Cents (\$173,831.35)** annually, all in accordance with the Fee Summary attached hereto as **Exhibit C**.

**C. Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**D. Payments by the District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**E. *Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**4. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

**5. INSURANCE.**

**A. *Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice

to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

**B. *Types of Insurance Coverage Required.*** Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

**i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

**ii.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

**iii.** Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

**iv.** Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**v.** Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

**C. *Additional Insured.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

**D. Sub-Contractors.** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

**E. Payment of Premiums.** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

**F. Notice of Claims.** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

**G. Failure to Provide Insurance.** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

## **6. INDEMNIFICATION.**

**A.** The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

**C.** The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

**D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

**E.** It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

## **7. MISCELLANEOUS PROVISIONS**

**A. *Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

**C. *Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

**D. *Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

**E. *Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**F. *Attorneys' Fees.*** In the event that either the District or Contractor 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**G. Agreement.** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

**J. Notices.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

**A. If to the District:** Lake Ashton II  
Community Development District  
4648 Eagle Falls Place  
Tampa, Florida 33619  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Weber Environmental Services, Inc.  
5935 S.R. 542 West  
Winter Haven, Florida 33880  
Attn: Lindsey Weber

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

other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

**L. *Controlling Law; Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

**M. *Public Records.*** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jason Greenwood** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT  
TADAMS@GMSCFL.COM, (407) 841-5524, AND 219  
EAST LIVINGSTON STREET, ORLANDO, FLORIDA  
32801.**

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

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

**P. *Counterparts.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

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

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract

with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

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

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

**S. *Compliance with section 20.055, Florida Statutes.*** The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
 Secretary  
 Assistant Secretary

By: \_\_\_\_\_  
 Chairperson  
 Vice Chairperson

WITNESS:

**WEBER ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Fee Summary
- Exhibit D:** Form of Work Authorization

## Exhibit A: Scope of Services

1

### **LAKE ASHTON II CDD LANDSCAPE SCOPE OF WORK**

***THE RIGHT PLANT, THE RIGHT PLACE.  
THE RIGHT FERTILIZER, THE RIGHT WATER.***

*The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.*

#### **GENERAL SERVICES**

##### **A. Turf Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-use areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1<sup>st</sup> through September 30<sup>th</sup> and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas and ROWS. Ponds will be mowed between 19 and 26 times as needed.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full-size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## 3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

## 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

## 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

### 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
    - Provide clearance for pedestrians, vehicles, mowers and buildings.
    - Maintain clearance from shrubs in bed areas.
    - Improve visibility in parking lots and around entries.
    - Branches hanging over Fences and Golf Cart bridges are to be removed and through back into the conservation.
  - d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
  - e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
  - f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
  - g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
  - h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
  - i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
  - j. **Hand removal of Spanish Moss on trees 12' and lower.**
2. Weed Control
- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
  - b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.
  - c. **Hardscape cracks around the amenity area including sidewalks will be checked and/or sprayed weekly. Additionally, areas around the spa and back of the pool.**
3. Trash Removal
- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotation.

### C. General

#### 1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.
- d. **Empty the Dog stations and trash cans at the dog parks. Replace liners and grab bags. This is to be done each time the turf is cut in the dog parks.**

#### 2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a monthly written report in a form approved by the CDD representative which details all aspects of the previous month's maintenance activities.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5<sup>th</sup> of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

#### 3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

#### **SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE**

**A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.**

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control
October:	Heavy fall granular fertilization and broadleaf weed/disease control

**B. Application Requirements**

**1. Fertilization**

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable**

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
  - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
  - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
  - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

#### **SCHEDULE "C" – TREE/SHRUB CARE PROGRAM**

##### **A. Application Schedule**

<u>Month</u>	<u>Application</u>
March/April:	Insect/disease control/fertilization.
May/June:	Insect/disease control as needed.
July/August:	Minor nutrient blend with insect/disease control.
October:	disease control as needed
December:	Insect/disease control/fertilization as needed

##### **B. Application Requirements**

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
  - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
  - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
  - e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
  - f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
  - g. The irrigation system will be fully operational prior to any fertilizer application.
  - h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.
2. Insect/Disease Control
- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
  - b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
  - c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
  - d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
  - e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.
  - f. **Contractor is to provide an injection program for all Medjool or phoenix palm varieties susceptible to wasting disease or lethal bronzing. Provide palm count and recommended program that covers the palms annually. This will be priced under Tree and shrub fertilization in the Fee Summary.**
3. Specialty Palms
- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
  - b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.
4. Warranty
- If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

### SCHEDULE "D" – IRRIGATION MAINTENANCE

- A. Frequency of Service
- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
  - b. The irrigation inspection will be performed during the same week(s) each month.
- B. Specifications
- a. Activate each zone of the system.
  - b. Visually check for any damaged heads or heads needing repair.
  - c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
  - d. Clean filters located at each zone valve monthly if applicable.
  - e. Clean, straighten or adjust any heads not functioning properly.
  - f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
  - g. Report any valve or valve box that may be damaged in any way.
  - h. Leave areas in which repairs or adjustments are made free of debris.
  - i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
  - j. Contractor will provide a written report of the findings by zone.
- C. Qualifying Statements
1. Repairs
    - a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
    - b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.
  2. Service Calls
    - a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
    - b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.
  3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
    - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
  4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

**SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.**

**Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that months invoice. Additional services costs will not be spread out across the full annual contract.**

**A. Bedding Plants – Annuals ( If Applicable )**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

1. Schedule
  - a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
  - b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
  - c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
  - d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.
2. Installation
  - a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
  - b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

### 3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

### 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## B. Bed Dressing

### 1. Schedule

- a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard".
- b. Application will be completed within a two week time period.

### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

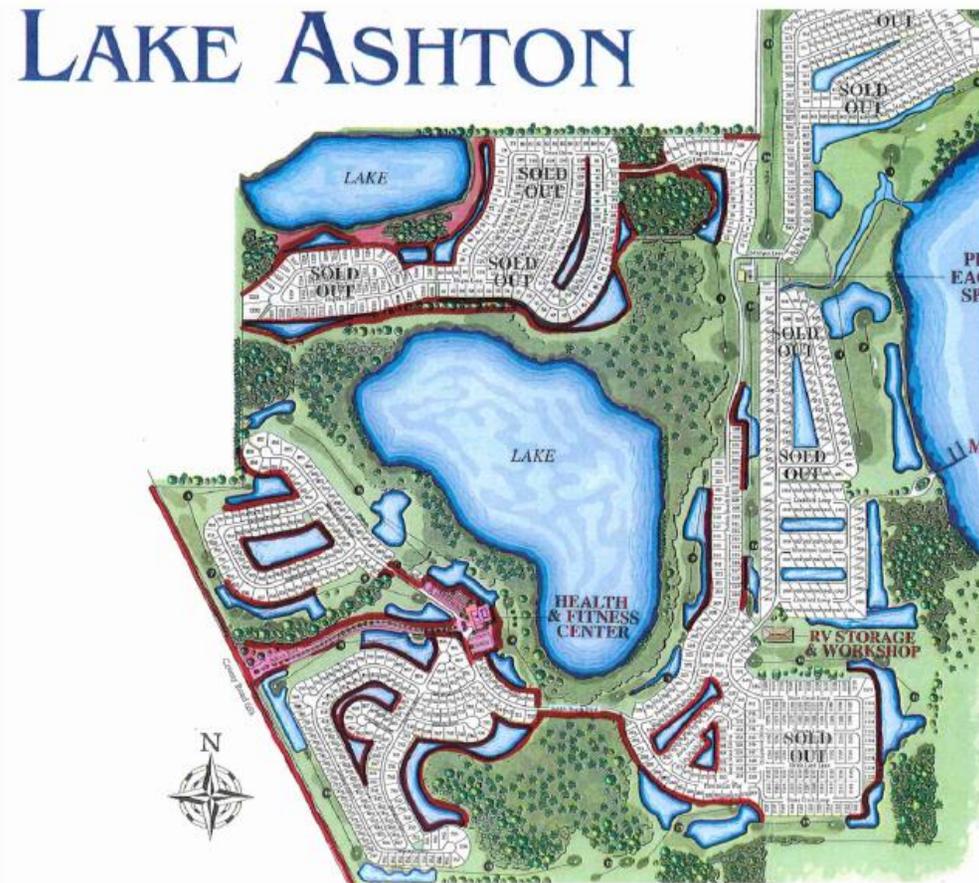
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2 inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

**C. Palm Trimming**

1. Schedule

- 2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
- 3. All palms less than 12' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
- 5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
- 6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
- 8. When trimming, cut the frond close to the trunk without leaving "stubs"
- 9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

**EXHIBIT B:  
LANDSCAPE MAINTENANCE AREA MAP**



## Exhibit C: Fee Summary

### Lake Ashton II CDD Landscape Fee Summary

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property:

Address: 4648 Eagle Falls Pl.  
Tampa, FL 33619

Phone:

Contact:

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>GENERAL SERVICES</b> (Schedule A) - Mowing/Detailing	9,600	6,400	9,600	12,800	16,000	12,800	12,800	16,000	12,800	12,800	6,400	6,400	\$134,400
<b>TURF CARE</b> (Schedule B) Bahia/St Augustine Fert	1,200		1,200		1,200	1,200				1,200			\$6,000
<b>TREE/SHRUB CARE</b> (Schedule C) Tree/Shrub Fert			1,200		1,200		1,200			1,200		1,200	\$6,000
<b>BED DRESSING - Estimate mulch yds</b> (Schedule E - B.) <i>Per Yard Pricing:</i>				200	13,000 <i>Mulch Yds</i>					200	13,000 <i>Mulch Yds</i>		\$26,000
<b>PALM TRIMMING</b> (Schedule E - C.) <i>Per Palm Price:</i>						1,620					1,620		\$3,240
<b>ANNUAL CHANGES - None at this time</b> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
<b>IRRIGATION MAINT.</b> (Schedule D)	500	500	500	500	500	500	500	500	500	500	500	500	\$6,000
<b>TOTAL FEE PER MONTH:</b>	\$11,300	\$6,900	\$12,500	\$13,300	\$31,900	\$16,120	\$14,500	\$16,500	\$13,300	\$15,700	\$21,520	\$8,100	\$181,640

<b>Flat Fee Schedule</b>	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$15,137	\$181,640
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<b>Essential Services</b> Mowing/Detailing/Irrigation/Fert and Pest	\$152,400
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<b>Extra Services</b> Annual Changes, Palm Pruning, Mulch	\$29,240
--	----------

<b>TOTAL</b>	\$181,640.00
--------------	--------------

\*Note, October 2022 consists of partial monthly payment (15 out of 31 days x \$15,137 = \$7,324.35), changing the annual total from the above to \$173,831.35.

**Exhibit D: Form of Work Authorization**

**WORK AUTHORIZATION NUMBER \_\_\_\_\_  
FOR ADDITIONAL SERVICES**

**THIS WORK AUTHORIZATION** (“Work Authorization”), dated \_\_\_\_\_, \_\_\_\_ 202\_\_, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective \_\_\_\_\_, 2022 (the “**Agreement**”), by and between:

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida (the “**District**”), and

**WEBER ENVIRONMENTAL SERVICES, INC.**, a Florida corporation, with an address of 5935 S.R. 542 West, Winter Haven, Florida 33880 (“**Contractor**”).

**SECTION 1. SCOPE OF SERVICES.** in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional \_\_\_\_\_ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

**SECTION 2. COMPENSATION.** As compensation for the Additional Services, the District agrees to pay Contractor \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

**SECTION 3. ACCEPTANCE.** Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

**IN WITNESS WHEREOF**, the parties execute this agreement the day and year first written above.

ATTEST:

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
 Secretary  
 Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
 Chairperson  
 Vice Chairperson

**WEBER ENVIRONMENTAL SERVICES, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**                      Proposal for Additional Services

# SECTION B



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

October 7, 2022

Board of Supervisors  
Lake Ashton II Community Development District  
5385 N. Nob Hill Road  
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Lake Ashton II Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities, business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Lake Ashton II Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSFL.COM**

Our fee for these services will not exceed \$16,000 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Lake Ashton II Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Lake Ashton II Community Development District.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,  
*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

# SECTION C



# WEBER ENVIRONMENTAL SERVICES, INC.

ORLANDO OFFICE 300 27TH STREET ORLANDO, FL 32806  
WINTER HAVEN OFFICE 5935 S.R. 542 WEST, WINTER HAVEN, FL 33880

September 22, 2022

## PROPOSAL SUBMITTED TO:

Lake Ashton 2 ( **REVISED 4** )

6052 Pebble Beach Blvd.

Winter Haven, FL. 33884

Attn: Angela Littlewood

[Alittlewoodlakeashton2cdd@gmail.com](mailto:Alittlewoodlakeashton2cdd@gmail.com)

WES, INC. PROPOSES TO: Install landscape and irrigation around ( 2 ) lift stations.

### Corner of Sawgrass & Oakmont Drive:

1. Prep new landscape beds by cutting out sod, removing weeds and grading.
2. Install the following:
  - a. 60 Podocarpus 3g
  - b. 20 CY Mini Pine Bark Mulch
  - c. Irrigation drip tubing and battery timer.

**Total: \$4,500.**

### Pinehurst Loop:

1. Prep new landscape beds by cutting sod , removing weeds and grading.
2. Install the following:
  - a. 50 Podocarpus 3g
  - b. 10 CY Mini Pine Park Mulch
  - c. Irrigation drip tubing and battery timer.

**Total: \$3,750.**

- POC water source by others. Irrigation controlled by in ground battery timer.

**SPECIAL INSTRUCTIONS/REMARKS:** WES, Inc. is not responsible for any damage to driveways or walks that are in poor condition prior to start of work. WES, Inc. will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: **Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$8,250.00)** with payments to be made as follows: **Upon completion.**

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

**Authorized Signature: Kirk Hestand**

**\*\*\*ACCEPTANCE OF PROPOSAL\*\*\***

The above prices, specifications and conditions are hereby accepted. WES, INC. is authorized to do the work as specified. Payment will be made as outlined above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# SECTION D

# SECTION II

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT AND EMPOWERME REHABILITATION FLORIDA, LLC, REGARDING THE USE OF THE DISTRICT'S AMENITY FACILITIES FOR PROVIDING OUTPATIENT THERAPY SERVICES**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between:

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, and with offices at 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**EMPOWERME REHABILITATION FLORIDA, LLC**, a Florida limited liability company, whose address is 7730 Carondelet Avenue, St. Louis, Missouri 63105 (the “**Licensee**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to a Health & Fitness Center, within the boundaries of the District (the “**Amenity Facilities**”); and

**WHEREAS**, Licensee currently provides outpatient therapy services and has asked the District for permission to provide on-site physical, occupational, and speech therapy services at the Amenity Facilities for Patrons (as defined in the District’s *Joint Amenity Facilities Policies*) of the District (the “**Services**”); and

**WHEREAS**, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter and use a certain portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District’s operation of the Amenity Facilities as a public improvement and such use is in compliance with this Agreement; and

**WHEREAS**, in order for the District to recover certain additional costs it will incur in the provision of the License (*e.g. electricity and cleaning costs*), the Licensee shall pay the District Five Hundred Dollars (\$500.00) per month.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. LICENSE.** The District hereby grants and conveys to the Licensee a non-exclusive license to enter and use a certain portion of the Amenity Facilities for the purposes of providing the Services (the “**License**”). Licensee agrees it shall provide Services pursuant to Agreement only to District Patrons. “Patrons” for purposes of this Agreement shall have that meaning as defined in the District’s *Joint Amenity Facilities Policies*, adopted October 19, 2020, as amended and revised from time to time. At the District’s request, Licensee shall provide a list of a full roster of Patrons who utilize Licensee’s Services to the Community Director, as such list may change from time to time. This list must contain Patron names and addresses for verification of Patron status.

**3. HOURS AND AREA.** Licensee shall coordinate Services directly with the Community Director or his/her designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the Community Director or his/her designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided.

**4. USE OF AREA.** Licensee shall not have exclusive use of the Amenity Facilities, unless approved in advance the by Community Director or his/her designee and the designated Board Supervisor; provided however, such advance approval shall only be for exclusive use of the designated portion or area of the Amenity Facilities for operation of the Services during the hours approved by Community Director and designated Board Supervisor. Notwithstanding anything else provided herein, Licensee’s use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any and all such taxes. Licensee agrees that at no time shall Licensee’s use of the Amenity Facilities take precedent over other Patrons use, nor shall Licensee take actions indicating such, such as asking other Patrons using the Amenity Facilities to step away from Amenity Facility equipment or areas to accommodate Licensee. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

**5. FEES.** In consideration of the provision of the License, Licensee hereby agrees to pay the District Five Hundred Dollars (\$500.00) per month to reimburse the District for certain additional costs it will incur in connection with the License (*e.g. electricity and cleaning costs*).

**6. TERM.** This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

**7. PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to provide the Services and to provide certified, licensed, trained, and qualified therapist. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its patients and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any patient while taking part in the Services. Any and all waivers signed by Licensee’s users shall acknowledge the fact that the

District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License. Additionally, Licensee acknowledges that at no point should the Amenity Facilities be used or considered by Licensee as its principal business address or mailing address. At all times while the License is in use, Licensee shall comply with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including the District's rules and policies ("**District Policies**"), as may be established and/or amended from time to time

**8. CARE OF PROPERTY.** The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

**9. REVOCATION.** The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

**10. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**11. INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than Two Million Dollars (\$2,000,000.00) personal injury liability per person, and One Million Dollars (\$1,000,000.00) property damage liability per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, patients, guests, or invitees. The District and its supervisors, staff, employees, representatives, and agents shall be named as additional insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. The policy shall provide that coverage may not be terminated without thirty (30) days prior written notice to the District.

**A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

**C.** Licensee shall provide notice as to all accidents or claims for damage relating to or occurring at the Amenity Facilities within twenty-four (24) hours or as soon as reasonably possible. The Licensee shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. The Licensee shall not file any claims with the District's insurance company without the prior consent of the District.

**12. RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

**13. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**14. AMENDMENT.** 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 to the Agreement.

**15. ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties, or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**16. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

**17. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties as follows:

**A.** If to the District: Lake Ashton II Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: Community Director

With a copy to: Kutak Rock LLP  
107 West College Avenue

Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to the Licensee: EmpowerMe Rehabilitation Florida, LLC  
7730 Carondelet Avenue  
St. Louis, Missouri 63105  
Attn: Matthew Wright

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. 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.

**19. NO JOINT VENTURE.** The District and Licensee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. The District and Licensee acknowledge and agree that any employees of Licensee shall only be employees of Licensee. In furtherance thereof, Licensee shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to its operations, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to its operations.

**18. SEVERABILITY.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**WITNESSES:**

**LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
(Print Name) \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMPOWERME REHABILITATION FLORIDA, LLC**

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

# SECTION E

**AGREEMENT FOR ROOF REPLACEMENT SERVICES AND MATERIALS  
BETWEEN THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT AND  
WCM CONSTRUCTION & ROOFING, LLC**

**This Agreement** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**Lake Ashton II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Winter Haven, Florida, whose address is 4648 Eagle Falls Place, Tampa, Florida 33619 (the “District”); and

**WCM Construction & Roofing, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 1214, Eagle Lake, Florida 33839 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to amenity and other related facilities within the District; and

**WHEREAS**, the District has a need to retain an independent contractor to provide certain roof replacement services, and the materials relating thereto, at certain of the District’s facilities, as more particularly described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the “**Services**”); and

**WHEREAS**, Contractor represents that it is qualified, willing, and able to provide the Services and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES; TERM.**

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of roof replacement services at the District’s Health & Fitness Center, as described herein and in the attached **Exhibit A**.
- B.** The Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the

District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District's Designee who shall be the Chairman, **James Mecsics**. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage, and shall follow and be responsible for the completion of the Services set forth in **Exhibit A** within the District. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION.**

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor in accordance with **Exhibit A**, which amounts include all permits, items, labor, and materials necessary to complete the Services. District shall pay Contractor 50% of the contract price after execution of this Agreement and 50% of the contract price upon completion of the Services.
- B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations regarding the terms of the additional work or services, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good

quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement as identified in **Exhibit A**, all Services, including both Services and materials, provided by the Contractor pursuant to this Agreement shall be warranted for a period of five (5) years from the date of final acceptance of the Services by the District.

**SECTION 5. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District’s property free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor’s performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 6. INSURANCE.**

**A.** The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

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

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times

the relationship of Contractor and its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 13. NOTICES.** All notices, requests, consents, and other communications under this Agreement (“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 Contractor:** WCM Construction & Roofing, LLC  
P.O. Box 1214  
Eagle Lake, Florida 33839  
Attn: \_\_\_\_\_

**B. If to District:** Lake Ashton II Community  
Development District  
4648 Eagle Falls Place  
Tampa, Florida 33619  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**SECTION 14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both parties 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to

the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**SECTION 18. INDEMNIFICATION.**

- A.** Contractor, its employees, agents, representatives and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701,

*Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Greenwood (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 4648 EAGLE FALLS PLACE, TAMPA, FLORIDA 33619, PHONE: (813) 344-4844, E-MAIL JGREENWOOD@GMSTNN.COM.**

**SECTION 22. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

**SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 24. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**ATTEST:**

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**WITNESS:**

**WCM CONSTRUCTION & ROOFING,  
LLC**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A: Scope of Services**

**EXHIBIT A**  
**SCOPE OF SERVICES**



**Construction & Roofing, LLC**

P.O. Box 1214 • Eagle Lake FL 33839  
 Phone: 863-969-3722 • 863-287-0375  
 Fax: 863-594-1794 • Email: office@warrencm.com  
 License # CCC1332250  
 Certified Roofing Contractor

Customer: James - Lake Ashton Address: Fitness Center

Phone number: 589-3842 Estimate completed by: RA Date 9-6-22

New construction: \_\_\_\_\_ Re-Roof: X Repair: \_\_\_\_\_

mbosman@lakeashton2cdd.com

Total Cost \$ 105,650.00

**Included items in contracts:**

- Required permit(s)
- Dumpster
- Remove existing shingles
- Remove all debris and clean up. (Effort will be made to pick up all nails, but possibility of some being missed)
- New lead boots
- New ventilation vents
- New valley metal
- New eave drip
- Florida Building Code requirement is to nail decking to current building code unless otherwise noted
- Decking repair: replace up to 8 4x8 sheets of decking plywood or \_\_\_\_\_ sq. ft. of decking boards
- Extra wood repair will be at \$ 65 per 4x8 plywood or \$ \_\_\_\_\_ per sq. ft. of deck board (major repair will be handled on T&M basis)
- Removing and replacing fascia board will be \$ \_\_\_\_\_ per lineal foot for cedar. \$ 7 for pressure treated
- One layer of shingle removal included. Extra layers will be an additional \$ 20 per square.
- Each layer of felt removal is \$ 15 per square if required to be removed.
- Five year workmanship warranty on new roof or re-roof. Repair warranty good for 60 days unless otherwise noted.
- Manufacture warranty

Wind Mitigation Y  N   
*Wind mitigation is included*

Underlayment: Synthetic  peel & stick  15#  30#   
 Asphalt Shingle: Architect  3 Tab  Brand DuPont Geminis Duration  
 Color \_\_\_\_\_ Style \_\_\_\_\_  
 Flat Roof: Peel stick  TPO  Brand \_\_\_\_\_  
 Color \_\_\_\_\_ Style \_\_\_\_\_  
 Metal: Color \_\_\_\_\_ 5V  Rib  SS  PBR

Additional items: Shingle roof only - No TPO or Copper roof - Commercial vents remain

- **WCM Construction & Roofing, LLC is not responsible for any damage to equipment, electric, plumbing, a.c tubing, etc., that is attached to underside of decking where cannot be seen. Any items that are attached to under decking must be shown to WCM Construction & Roofing, LLC before start of project.**
- This estimate becomes a binding contract once it has been signed by owner or owner representative.
- 50% due at signing, nonrefundable \_\_\_\_\_, and 50% of payment due on day of completion.
- Proposal is good for 45 days from above date.
- A 3.5% convenience fee will be charged to Visa, Master Card or American Express.
- Satellite Dish and Solar Panels: Home Owner is responsible to reinstall and line up the satellite dish and solar panels if attached to roof.

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified above. Upon acceptance by you, the proposal will become a legally binding "Contract" including all the provisions on the reverse side.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

# SECTION F



## WEBER ENVIRONMENTAL SERVICES, INC.

ORLANDO OFFICE 300 27TH STREET ORLANDO, FL 32806  
WINTER HAVEN OFFICE 5935 S.R. 542 WEST, WINTER HAVEN, FL 33880

October 19, 2022

### PROPOSAL SUBMITTED TO:

Lake Ashton 2  
6052 Pebble Beach Blvd.  
Winter Haven, FL. 33884  
Attn: Angela Littlewood  
[Alittlewoodlakeashton2cdd@gmail.com](mailto:Alittlewoodlakeashton2cdd@gmail.com)

WES, INC. PROPOSES TO: Perform ( any or all ) of the following projects:

1. At retention pond on Pinehurst, fill in exposed pond bank with ( 10 ) CY fill dirt and 3200 Sq. Ft. Bahia sod. \$3,350.
2. On the South West side of the HFC parking lot, add landscape buffer between the existing Bottlebrush hedge and the parking lot. Remove the existing sod strip, excessive dirt and regrade new lip on concrete curb. Install 2' strip or 300 Sq. Ft. of new St. Augustine sod along the parking lot curb. Install ( 56 ) 3 gallon Podocarpus or Viburnum Odoratissimum. \$2,180.
3. Between 1389 Oakmont Dr and the pond there is a small area 5X20+/- where the Bahia sod has died and weeds have taken over. Remove and replace with 100 Sq. Ft. new Bahia sod. \$200.
4. Off Hogan Dr., cut back and elevate the conservation area growing past the Swift Mud markers. \$1,750.
5. At the Pebble Beach Dog Park, rearrange ( 5 ) locations the concrete blocks so that water will flow thru them and directly into the conservation area. Install smaller paver bricks and mesh wire so the water will flow but small dogs cannot get thru the opening. \$350.

**Total: \$7,830.**

- **All debris to be removed by WES.**

**SPECIAL INSTRUCTIONS/REMARKS:** WES, Inc. is not responsible for any damage to driveways or walks that are in poor condition prior to start of work. WES, Inc. will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: **Seven Thousand Eight Hundred Thirty and 00/100 Dollars (\$7,830.00)** with payments to be made as follows: **Upon completion.**

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

**Authorized Signature: Kirk Hestand**

\*\*\*ACCEPTANCE OF PROPOSAL\*\*\*

The above prices, specifications and conditions are hereby accepted. WES, INC. is authorized to do the work as specified. Payment will be made as outlined above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# SECTION VIII

# SECTION B



# LA II CDD COMMUNITY DIRECTOR REPORT

*Meeting date: October 21, 2022*

**Mary Bosman**  
[mbosman@lakeashton2cdd.com](mailto:mbosman@lakeashton2cdd.com)

## **Projects/Summaries**

**Since the last LA II Board of Supervisors' Meeting, on September 16, 2022:**

### **Activities:**

**The Toga Party was a success on September 23. Attendance was down a bit, but we remained in the black after all expenses.**

**The Breast Cancer Walk had over 120 participants. A continental breakfast was served afterwards for the walkers with many door prizes given out. A great speaker presented a heartwarming and motivational speech. Sheriff Grady Judd was going to be here, but he had to call at the last minute because of the hurricane problems throughout the area. We have already collected over \$300 in donations which will be presented to the Breast Cancer Foundation of Central Florida from Lake Ashton at the end of the month.**

**The Fall Back Cornhole Tournament on the 14<sup>th</sup>. was a huge success. 13 teams competed and our sponsor was very generous with gift certificates to the Eagle's Nest. We have already secured sponsorship for the Holiday Classic in December.**

**The Halloween Party on the 14<sup>th</sup>. was well attended. Prizes were awarded and our decorations were extra special this year thanks to Lynn Shelton, resident decorator.**

**Ice Cream Socials are being held weekly again. The residents enjoy bringing their guests over on Fridays.**

**The front door finish is peeling, so I checked the invoicing and it was refinished less than a year ago, so we will be getting that work done per warranty.**

**The hurricane did damage in various locations of LA II CDD property. Photos were taken and submitted to the insurance broker for a claim. The insurance appraiser was taken around to all the sites on October 14<sup>th</sup> and he will be proceeding with the claim. All maintenance vendor invoices and supplies needed to fix damages will be furnished to the carrier. Over 400 roof tiles were blown off during the hurricane.**

**Our eblast software, Constant Contact will begin its new limited sends with overage charges this month, so I will be meeting with various staff members at Lake Ashton to discuss options.**

## ***Maintenance Projects completed:***

***The stop sign has been delivered that was lost in the hurricane on Sawgrass.***

***The HFC ceiling tiles damaged from the hurricane have been replaced.***

***The new spa pump has been replaced.***

***Amerigas has been behind with deliveries since the hurricane, so the Pool temperature and spas are low at this time. The gas was ordered and filled in preparation for the hurricane, but it has run out. We are calling daily for updates. Our aqua exercise classes are still being held...some classes are being done outside the water as the residents choose not to brave the cooler temperatures.***

***The street light guard that was blown away in the hurricane is being created by James.***

***Respectfully submitted,***

***Mary Bosman***

# SECTION IX

# SECTION A

**LAKE ASHTON II CDD  
CHECK REGISTER-GENERAL FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
9/08/22	262	10-S TENNIS SUPPLY & DINKSHOT	9/02/22	156036	2022/9	TUFFY 9' WINDSCREEN MESH	320-57200-46090	\$926.19	416
9/20/22	3	FEDEX	9/13/22	78811872	2022/9	DELIVERIES THRU 09/02/22	310-51300-42000	\$38.10	417
9/20/22	243	FOX HOLLOW ENTERPRISES INC	8/01/22	8153	2022/8	MAINT-08/22	320-57200-46200	\$3,200.00	418
9/20/22	58	GMS-CENTRAL FLORIDA, LLC	9/01/22	77	2022/9	MGMT FEES-09/22	310-51300-34000	\$5,150.00	419
9/20/22	58	GMS-CENTRAL FLORIDA, LLC	9/01/22	77	2022/9	INFORMATION TECHNOLOGY	310-51300-35100	\$83.33	419
9/20/22	58	GMS-CENTRAL FLORIDA, LLC	9/01/22	77	2022/9	POSTAGE	310-51300-42000	\$0.57	419
9/20/22	258	KUTAK ROCK LLP	9/16/22	3109396	2022/8	SVCS-08/22	310-51300-31500	\$2,065.50	420
9/20/22	193	PERFORMANCE PLUS CARTS	9/01/22	10100	2022/9	MAINT-09/22	320-57200-34530	\$300.00	421
9/20/22	107	POOL & PATIO CENTER	8/27/22	10221513	2022/8	SALES	320-57200-46400	\$383.98	422
9/20/22	107	POOL & PATIO CENTER	9/05/22	9052022	2022/9	RHEEM HEATER INSTALLED	320-57200-46400	\$3,899.00	422
9/20/22	107	POOL & PATIO CENTER	9/05/22	9052022	2022/9	REPAIRS-09/22	320-57200-46400	\$515.00	422
9/20/22	248	PRINCE & SONS INC	9/01/22	6807	2022/9	MAINT-09/22	320-57200-46200	\$9,275.83	423
9/20/22	248	PRINCE & SONS INC	9/12/22	6847	2022/9	SVCS-09/22	320-57200-46210	\$104.65	423
9/20/22	248	PRINCE & SONS INC	9/12/22	6848	2022/9	SVCS-09/22	320-57200-46210	\$48.89	423
9/20/22	248	PRINCE & SONS INC	9/12/22	6849	2022/9	REPAIRS/SVCS-09/22	320-57200-46210	\$257.10	423
9/20/22	150	RAYL ENGINEERING & SURVEYING, LLC	8/31/22	2116015	2022/8	SVCS-8/22	320-57200-49300	\$210.00	424
9/20/22	150	RAYL ENGINEERING & SURVEYING, LLC	9/08/22	1710168	2022/8	SVCS-08/22	310-51300-31100	\$2,014.32	424
9/20/22	150	RAYL ENGINEERING & SURVEYING, LLC	9/08/22	1710168	2022/8	SVCS-08/22	600-53800-64000	\$1,680.00	424
9/20/22	152	SECURITAS SECURITY SERVICES USA,INC	9/08/22	10961949	2022/9	SVCS-09/02-09/08/22	320-57200-34500	\$4,781.70	425
9/20/22	152	SECURITAS SECURITY SERVICES USA,INC	9/15/22	10968624	2022/9	SVCS-09/09-09/15/22	320-57200-34500	\$4,468.83	425
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	320-57200-46020	\$1,000.19	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	320-57200-46090	\$52.84	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	320-57200-46091	\$52.84	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	320-57200-49400	\$213.40	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	320-57200-51000	\$231.93	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	300-36900-10300	(\$150.70)	426
9/20/22	218	WELLS FARGO-ELITE CARD	9/03/22	3184-082	2022/8	PURCHASES-08/22	600-53800-67000	\$564.00	426
9/21/22	81	MARY BOSMAN	9/01/22	90122	2022/9	HEALTH INSURANCE	320-57200-23000	\$250.00	427
9/21/22	140	RYAN A BUSWELL	9/01/22	90122	2022/9	HEALTH INSURANCE	320-57200-23000	\$48.48	428
9/21/22	140	RYAN A BUSWELL	9/18/22	91822	2022/9	IT SERVICES	320-57200-34100	\$157.50	428
9/21/22	76	CHARTER COMMUNICATIONS	9/07/22	16675460	2022/9	SERVICE THRU 10/10/2022	320-57200-41000	\$745.99	429

**LAKE ASHTON II CDD  
CHECK REGISTER-GENERAL FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
9/21/22	259	KRYSTLE FUNK	9/01/22	90122	2022/9	HEALTH INSURANCE	320-57200-23000	\$190.08	430
9/21/22	170	JAMES MARGESON	9/01/22	90122	2022/9	HEALTH INSURANCE	320-57200-23000	\$250.00	431
9/21/22	87	KAREN VANKIRK	9/01/22	90122	2022/9	HEALTH INSURANCE	320-57200-23000	\$128.04	432
9/21/22	62	TAMPA ELECTRIC COMPANY	9/14/22	SEP-22	2022/9	SERVICE THRU 09/08/2022	320-57200-43000	\$13,400.96	433
10/04/22	140	RYAN A BUSWELL	10/02/22	100222-O	2022/10	IT SERVICES	320-57200-34100	\$140.00	434
10/04/22	140	RYAN A BUSWELL	10/02/22	100222-S	2022/9	IT SERVICES	320-57200-34100	\$35.00	434
10/04/22	68	PAULETTE EDMONDS	10/03/22	100322	2022/9	CLASS INSTRUCTION	320-57200-34100	\$275.00	435
10/04/22	69	LAURIE HEVERLY	10/03/22	100322	2022/9	CLASS INSTRUCTION	320-57200-34100	\$875.00	436
10/04/22	242	SANDRA PAPINEAU	10/03/22	100322	2022/9	CLASS INSTRUCTION	320-57200-34100	\$200.00	437
10/10/22	64	CITY OF WINTER HAVEN	9/16/22	792402-0	2022/8	SERVICE THRU 09/02/2022	320-57200-43200	\$626.65	438
10/10/22	64	CITY OF WINTER HAVEN	9/16/22	792403-0	2022/8	SERVICE THRU 09/02/2022	320-57200-43200	\$125.33	439
10/10/22	64	CITY OF WINTER HAVEN	9/16/22	792406-0	2022/8	SERVICE THRU 09/02/2022	320-57200-43200	\$10.74	440
10/10/22	64	CITY OF WINTER HAVEN	9/16/22	843363-0	2022/8	SERVICE THRU 09/02/2022	320-57200-43200	\$72.12	441
10/10/22	80	REPUBLIC SERVICES #654	9/14/22	0654-001	2022/10	OCT 22 REFUSE SVCS.	320-57200-34900	\$364.05	442
10/11/22	92	APPLIED AQUATIC MANAGEMENT, INC.	9/30/22	205959	2022/9	SVCS-09/22	320-57200-46500	\$2,730.00	443
10/11/22	245	CA FLORIDA HOLDINGS LLC	8/31/22	4846654	2022/8	LEGAL ADS-7588123	310-51300-48000	\$64.96	444
10/11/22	245	CA FLORIDA HOLDINGS LLC	8/31/22	4846654	2022/8	LEGAL ADS-7690119	310-51300-48000	\$86.24	444
10/11/22	64	CITY OF WINTER HAVEN	9/23/22	792401-0	2022/8	SERVICE THRU 09/02/22	320-57200-43200	\$446.79	445
10/11/22	84	DEX IMAGING	10/03/22	AR830081	2022/10	COPIER LEASE	320-57200-51000	\$187.24	446
10/11/22	28	EGIS INSURANCE ADVISORS, LLC	9/22/22	17189	2022/10	POLICY-10/01/22-10/01/23	320-57200-24000	\$1,996.00	447
10/11/22	3	FEDEX	9/20/22	78892559	2022/9	DELIVERIES THRU 09/09/22	310-51300-42000	\$40.96	448
10/11/22	3	FEDEX	9/27/22	78966078	2022/9	DELIVERIES THRU 09/16/22	310-51300-42000	\$38.34	448
10/11/22	243	FOX HOLLOW ENTERPRISES INC	9/27/22	9061	2022/9	MAINT-09/22	320-57200-46200	\$3,200.00	449
10/11/22	86	HOME DEPOT CREDIT SERVICES	8/25/22	23767	2022/8	SUPPLIES	320-57200-46020	\$164.44	450
10/11/22	86	HOME DEPOT CREDIT SERVICES	8/25/22	455567	2022/8	SUPPLIES	600-53800-67000	\$704.06	450
10/11/22	86	HOME DEPOT CREDIT SERVICES	8/25/22	540147	2022/8	SUPPLIES	600-53800-67000	\$402.32	450
10/11/22	86	HOME DEPOT CREDIT SERVICES	8/26/22	9023864	2022/8	SUPPLIES	320-57200-46020	\$18.97	450
10/11/22	86	HOME DEPOT CREDIT SERVICES	8/26/22	9023908	2022/8	SUPPLIES	320-57200-46020	\$23.02	450
10/11/22	86	HOME DEPOT CREDIT SERVICES	9/08/22	6025436	2022/9	SUPPLIES	320-57200-46030	\$84.88	450
10/11/22	193	PERFORMANCE PLUS CARTS	8/23/22	349937	2022/8	TIRE INSTALLATION	320-57200-34530	\$138.66	451

**LAKE ASHTON II CDD**  
**CHECK REGISTER-CAPITAL PROJECTS FUND**

Check Date	Vendor #	Vendor Name	Invoice Date	Invoice Number	Expense Year/Month	Description	GL Dp-Acct-Sub	Amount	Check#
9/20/22	5	RAYL ENGINEERING SURVEYING, LLC	8/31/22	2016021	2022/8	SVCS-08/22	600-53800-68060	\$200.00	130
								\$ 200.00	

# SECTION B

# LAKE ASHTON II

## COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL REPORTING

AS OF

September 30, 2022

MEETING DATE

October 21, 2022

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I. FINANCIAL STATEMENTS - SEPTEMBER 30, 2022

II. CHECK RUN SUMMARY

III. SPECIAL ASSESSMENT RECEIPTS SCHEDULE - SEPTEMBER 30, 2022

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**September 30, 2022**

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
<b>ASSETS:</b>				
CASH-WELLS FARGO	\$11,890	---	\$16,937	\$28,827
CASH-HANCOCK WHITNEY	\$49,485	---	---	\$49,485
PETTY CASH	\$11,549	---	---	\$11,549
DUE FROM OTHER FUNDS	\$10,190	---	---	\$10,190
INVESTMENT - STATE BOARD - SURPLUS FUNDS	\$199,128	---	\$313,100	\$512,228
<b>SERIES 2021</b>				
REVENUE	---	\$49,946	---	\$49,946
PREPAYMENT	---	\$32,512	---	\$32,512
<b>SERIES 2022</b>				
REVENUE	---	\$57,127	---	\$57,127
PREPAYMENT	---	\$74,793	---	\$74,793
DEPOSITS	\$23,307	---	---	\$23,307
PREPAID EXPENDITURES	\$41,748	---	---	\$41,748
<b>TOTAL ASSETS</b>	<b>\$347,297</b>	<b>\$214,378</b>	<b>\$330,037</b>	<b>\$891,712</b>
<b>LIABILITIES:</b>				
ACCOUNTS PAYABLE	\$27,508	---	---	\$27,508
ACCRUED EXPENSES	\$4,500	---	---	\$4,500
ROOM RENTAL DEPOSITS	\$1,000	---	---	\$1,000
DEFERRED REVENUE	\$8,183	---	---	\$8,183
DUE TO GENERAL FUND	---	---	\$10,190	\$10,190
<b>TOTAL LIABILITIES</b>	<b>\$41,191</b>	<b>\$0</b>	<b>\$10,190</b>	<b>\$51,381</b>
<b>FUND BALANCES:</b>				
NONSPENDABLES:				
PREPAID EXPENSES	\$41,748	---	---	\$41,748
DEPOSITS - TECO	\$23,307	---	---	\$23,307
RESTRICTED FOR:				
DS-SERIES 2021	---	\$82,458	---	\$82,458
DS-SERIES 2022	---	\$131,920	---	\$131,920
CAPITAL PROJECTS	---	---	\$319,847	\$319,847
ASSIGNED FOR GENERAL FUND	\$136,916	---	---	\$136,916
UNASSIGNED FOR GENERAL FUND	\$104,135	---	---	\$104,135
<b>TOTAL FUND BALANCES</b>	<b>\$306,106</b>	<b>\$214,378</b>	<b>\$319,847</b>	<b>\$840,332</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$347,297</b>	<b>\$214,378</b>	<b>\$330,037</b>	<b>\$891,712</b>

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b><u>REVENUES:</u></b>				
SPECIAL ASSESSMENTS - TAX COLLECTOR	\$1,649,343	\$1,649,343	\$1,650,397	\$1,054
INTEREST EARNED	\$750	\$750	\$3,569	\$2,818
RENTAL FEES	\$1,000	\$1,000	\$150	(\$850)
SECURITY GUARD REVENUE	\$0	\$0	\$2,594	\$2,594
TABLE RENTALS	\$0	\$0	\$1,403	\$1,403
OFF DUTY OFFICER REVENUE	\$0	\$0	\$102	\$102
ICE CREAM SOCIAL REVENUE	\$0	\$0	\$772	\$772
CONTRIBUTIONS	\$0	\$0	\$1,104	\$1,104
CONTRIBUTIONS-RATTLESNAKE LAKE	\$0	\$0	\$10,938	\$10,938
CONTRIBUTIONS-WINGED FOOT DOG PARK	\$0	\$0	\$4,300	\$4,300
CONTRIBUTIONS-LAKE HART	\$0	\$0	\$31,091	\$31,091
CONTRIBUTIONS-HOGAN LANE	\$0	\$0	\$1,956	\$1,956
CONTRIBUTIONS-PEBBLE BEACH BLVD.	\$0	\$0	\$1,560	\$1,560
HFC REVENUE	\$0	\$0	\$19,681	\$19,681
<b>TOTAL REVENUES</b>	<b><u>\$1,651,094</u></b>	<b><u>\$1,651,094</u></b>	<b><u>\$1,729,617</u></b>	<b><u>\$78,523</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
ARBITRAGE	\$1,200	\$1,200	\$1,200	\$0
ANNUAL AUDIT	\$5,050	\$5,050	\$5,050	\$0
BOUNDARY AMENDMENT	\$45,000	\$45,000	\$4,940	\$40,060
COMPUTER TIME	\$1,000	\$1,000	\$1,000	\$0
DISSEMINATION	\$6,500	\$6,500	\$3,500	\$3,000
DUES, LICENSES, SUBSCRIPTIONS	\$175	\$175	\$175	\$0
INSURANCE	\$12,730	\$12,730	\$12,568	\$162
LEGAL ADVERTISING	\$1,500	\$1,500	\$7,384	(\$5,884)
MANAGEMENT	\$61,800	\$61,800	\$61,800	\$0
OFFICE SUPPLIES	\$250	\$250	\$395	(\$145)
OTHER CURRENT CHARGES	\$2,700	\$2,700	\$2,632	\$68
POSTAGE	\$2,000	\$2,000	\$1,632	\$368
PRINTING & BINDING	\$1,000	\$1,000	\$23	\$977
TELEPHONE	\$50	\$50	\$0	\$50
TRUSTEE FEES	\$10,600	\$10,600	\$4,310	\$6,290
<b>TOTAL ADMINISTRATIVE</b>	<b><u>\$151,555</u></b>	<b><u>\$151,555</u></b>	<b><u>\$106,609</u></b>	<b><u>\$44,946</u></b>
<b><u>FIELD:</u></b>				
ATTORNEY	\$40,000	\$40,000	\$28,938	\$11,063
BUILDING CONTRACT SERVICES				
SECURITY SERVICES	\$7,200	\$7,200	\$5,052	\$2,148
CLEANING SERVICES	\$28,320	\$28,320	\$28,689	(\$369)
POOL MAINTENANCE	\$8,400	\$8,400	\$14,241	(\$5,841)
BUILDING GROUNDS MAINTENANCE & SUPPLIES				
BUILDING MAINTENANCE/SUPPLIES	\$30,363	\$30,363	\$16,502	\$13,861
GROUNDS MAINTENANCE/SUPPLIES	\$7,897	\$7,897	\$872	\$7,025
BUILDING MAINTENANCE-EAGLE'S NEST/PRO SHO	\$0	\$0	\$280	(\$280)
GROUNDS MAINTENANCE-COMFORT STATION	\$0	\$0	\$3,995	(\$3,995)
MAINTENANCE-DOG PARK-WINGED	\$0	\$0	\$3,038	(\$3,038)
MAINTENANCE-DOG PARK-PEBBLE	\$0	\$0	\$3,233	(\$3,233)
MAINTENANCE-PICKELBALL #1 & #2	\$0	\$0	\$1,218	(\$1,218)
MAINTENANCE-PICKELBALL #3 & #4	\$0	\$0	\$185	(\$185)
PEST CONTROL	\$1,340	\$1,340	\$1,261	\$79
MILEAGE	\$400	\$400	\$296	\$104

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
ENGINEERING	\$25,000	\$25,000	\$46,791	(\$21,791)
HFC SPECIAL EVENTS	\$5,000	\$5,000	\$12,349	(\$7,349)
LANDSCAPE CONTRACT SERVICES	\$168,610	\$168,610	\$154,122	\$14,488
IRRIGATION MAINTENANCE	\$2,000	\$2,000	\$4,534	(\$2,534)
LAKE MAINTENANCE	\$35,560	\$35,560	\$32,130	\$3,430
LAKE MAINTENANCE-RATTLESNAKE LAKE	\$0	\$0	\$10,818	(\$10,818)
LAKE MAINTENANCE-HART LAKE	\$0	\$0	\$28,594	(\$28,594)
LAKE MAINTENANCE-PEBBLE BEACH	\$0	\$0	\$1,690	(\$1,690)
OFFICE SUPPLIES/PRINTING/BINDING	\$13,000	\$13,000	\$10,258	\$2,742
PERMITS/INSPECTIONS	\$1,500	\$1,500	\$6,981	(\$5,481)
PERSONNEL EXPENSES				
EXERCISE INSTRUCTORS	\$18,000	\$18,000	\$22,041	(\$4,041)
FICA EXPENSE	\$15,751	\$15,751	\$16,384	(\$633)
HEALTH INSURANCE	\$10,623	\$10,623	\$9,391	\$1,232
SALARIES	\$205,900	\$205,900	\$214,169	(\$8,269)
INSURANCE	\$1,824	\$1,824	\$2,233	(\$409)
PROPERTY INSURANCE	\$25,665	\$25,665	\$28,522	(\$2,857)
SECURITY CONTRACT SERVICES				
GATE ATTENDANTS	\$196,170	\$196,170	\$229,985	(\$33,815)
OFF DUTY SECURITY-EVENTS	\$0	\$0	\$238	(\$238)
VIDEO SECURITY-ADT	\$0	\$0	\$0	\$0
SECURITY EXTRAS	\$4,000	\$4,000	\$3,622	\$378
UTILITIES				
ELECTRIC	\$135,000	\$135,000	\$151,124	(\$16,124)
REFUSE	\$3,000	\$3,000	\$3,819	(\$819)
WATER	\$26,000	\$26,000	\$17,724	\$8,276
TELEPHONE	\$15,000	\$15,000	\$12,360	\$2,641
GAS/PROPANE	\$26,000	\$26,000	\$33,630	(\$7,630)
<b>TOTAL FIELD</b>	<b><u>\$1,057,523</u></b>	<b><u>\$1,057,523</u></b>	<b><u>\$1,161,310</u></b>	<b><u>(\$103,787)</u></b>
<b>TOTAL PROJECT:</b>				
<i>FIRST QUARTER OPERATING RESERVES</i>	\$243,730	\$243,730	\$0	\$243,730
<b>TOTAL PROJECT</b>	<b><u>\$243,730</u></b>	<b><u>\$243,730</u></b>	<b><u>\$0</u></b>	<b><u>\$243,730</u></b>
<b>TOTAL EXPENDITURES</b>	<b><u>\$1,452,808</u></b>	<b><u>\$1,452,808</u></b>	<b><u>\$1,267,919</u></b>	<b><u>\$184,889</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>\$198,286</u></b>	<b><u>\$198,286</u></b>	<b><u>\$461,698</u></b>	<b><u>\$263,412</u></b>
<b>OTHER FINANCING SOURCES/(USES):</b>				
INTERFUND TRANSFER IN/(OUT)-CAPITAL RESERVE	(\$335,202)	(\$335,202)	(\$335,202)	\$0
INTERFUND TRANSFER IN/(OUT)-DEBT SERVICE	\$0	\$0	\$12,416	\$12,416
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>(\$335,202)</u></b>	<b><u>(\$335,202)</u></b>	<b><u>(\$322,786)</u></b>	<b><u>\$12,416</u></b>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>(\$136,916)</u></b>	<b><u>(\$136,916)</u></b>	<b><u>\$138,912</u></b>	<b><u>\$275,828</u></b>
FUND BALANCE - Beginning	\$136,916		\$167,195	
<b>FUND BALANCE - Ending</b>	<b><u>\$0</u></b>		<b><u>\$306,106</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND - FY 2022

	ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL	
<b>REVENUES:</b>															
SPECIAL ASSESSMENTS - TAX COLLECTOR	.300.363.10000	\$1,649,343	\$0	\$255,994	\$1,109,826	\$43,427	\$80,571	\$28,409	\$108,313	\$25,591	\$15,896	\$0	(\$17,630)	\$0	\$1,650,397
INTEREST EARNED	.300.361.10000	\$750	\$5	\$2	\$0	\$0	\$10	\$149	\$223	\$432	\$595	\$790	\$791	\$572	\$3,569
RENTAL FEES	.300.362.10000	\$1,000	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
SECURITY GUARD REVENUE	.300.362.10100	\$0	\$472	\$0	\$200	\$150	\$0	\$0	\$375	\$920	\$477	\$0	\$0	\$0	\$2,994
TABLE RENTALS	.300.362.10200	\$0	\$260	\$313	\$0	\$0	\$0	\$60	\$370	\$290	\$80	\$0	\$0	\$30	\$1,403
OFF DUTY OFFICER REVENUE	.300.362.10300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102	\$0	\$0	\$0	\$0	\$0	\$102
ICE CREAM SOCIAL REVENUE	.300.362.10500	\$0	\$340	\$0	\$0	\$0	\$116	\$0	\$0	\$316	\$0	\$0	\$0	\$0	\$772
CONTRIBUTIONS	.300.366.10100	\$0	\$0	\$412	\$250	\$200	\$90	\$90	\$0	\$0	\$0	\$0	\$36	\$26	\$1,104
CONTRIBUTIONS-RATTLESNAKE LAKE	.300.366.10200	\$0	\$0	\$0	\$845	\$10,818	\$0	\$0	\$60	\$0	\$0	\$0	(\$785)	\$0	\$10,938
CONTRIBUTIONS-WINGED FOOT DOG PARK	.300.366.10300	\$0	\$0	\$0	\$0	\$0	\$0	\$2,150	\$0	\$0	\$0	\$0	\$0	\$0	\$4,300
CONTRIBUTIONS-LAKE HART	.300.366.10400	\$0	\$0	\$0	\$0	\$0	\$0	\$23,600	\$7,491	\$0	\$0	\$0	\$0	\$0	\$31,091
CONTRIBUTIONS-HOGAN LANE	.300.366.10500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,956	\$0	\$0	\$0	\$0	\$0	\$1,956
CONTRIBUTIONS-PEBBLE BEACH BLVD.	.300.366.10600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,560	\$0	\$0	\$0	\$0	\$0	\$1,560
HFC REVENUE	.300.369.10000	\$0	\$1,498	\$154	\$35	\$0	\$4,430	\$111	\$1,460	\$6,924	\$2,753	\$571	\$1,746	\$0	\$19,681
CARRY FORWARD SURPLUS	.300.271.10000	\$136,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
<b>TOTAL REVENUES</b>		<b>\$1,788,010</b>	<b>\$2,575</b>	<b>\$256,875</b>	<b>\$1,111,156</b>	<b>\$54,745</b>	<b>\$85,217</b>	<b>\$54,569</b>	<b>\$121,910</b>	<b>\$34,472</b>	<b>\$19,802</b>	<b>\$1,360</b>	<b>(\$13,692)</b>	<b>\$627</b>	<b>\$1,729,617</b>

<b>EXPENDITURES:</b>															
<b>ADMINISTRATIVE</b>															
ARBITRAGE	310.513.31200	\$1,200	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$1,200
ANNUAL AUDIT	310.513.32200	\$5,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,050	\$0	\$0	\$5,050
BOUNDARY AMENDMENT	310.513.31501	\$45,000	\$0	\$0	\$0	\$0	\$1,415	\$0	\$313	\$168	\$419	\$2,626	\$0	\$0	\$4,940
COMPUTER TIME	310.513.31500	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
DISSEMINATION	310.513.31300	\$6,500	\$792	\$542	\$542	\$542	\$542	\$542	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
DUES, LICENSES, SUBSCRIPTIONS	310.513.54000	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
INSURANCE	310.513.45000	\$12,730	\$12,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,568
LEGAL ADVERTISING	310.513.48000	\$1,500	\$2,717	\$87	\$274	\$0	\$103	\$108	\$0	\$261	\$0	\$3,281	\$553	\$0	\$7,384
MANAGEMENT	310.513.34000	\$61,800	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$5,150	\$61,800
OFFICE SUPPLIES	310.513.51000	\$250	\$43	\$20	\$253	\$0	\$74	\$0	\$3	\$0	\$3	\$0	\$0	\$0	\$395
OTHER CURRENT CHARGES	310.513.49000	\$2,700	\$209	\$209	\$256	\$197	\$112	\$102	\$153	\$199	\$173	\$615	\$194	\$211	\$2,632
POSTAGE	310.513.42000	\$2,000	\$136	\$136	\$120	\$143	\$130	\$145	\$147	\$153	\$97	\$78	\$229	\$118	\$1,632
PRINTING & BINDING	310.513.42500	\$1,000	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
TELEPHONE	310.513.41000	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	310.513.32300	\$10,600	\$0	\$0	\$4,310	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,310
<b>TOTAL ADM. EXPENDITURES</b>		<b>\$151,555</b>	<b>\$21,874</b>	<b>\$6,251</b>	<b>\$10,988</b>	<b>\$6,715</b>	<b>\$7,609</b>	<b>\$6,129</b>	<b>\$5,850</b>	<b>\$6,015</b>	<b>\$5,925</b>	<b>\$11,834</b>	<b>\$11,860</b>	<b>\$5,563</b>	<b>\$106,609</b>

**FIELD:**

ATTORNEY	310.513.31500	\$40,000	\$3,108	\$3,480	\$688	\$4,299	\$1,671	\$4,993	\$509	\$0	\$4,207	\$1,919	\$2,066	\$2,000	\$28,938
<b>BUILDING CONTRACT SERVICES</b>															
SECURITY SERVICES	320.572.34510	\$7,200	\$195	\$0	\$0	\$962	\$0	\$2,310	\$1,390	\$0	\$0	\$195	\$0	\$0	\$5,052
CLEANING SERVICES	320.572.46010	\$28,320	\$2,360	\$2,360	\$2,360	\$2,360	\$2,360	\$2,360	\$2,360	\$2,360	\$2,360	\$2,540	\$2,540	\$2,549	\$28,689
POOL MAINTENANCE	320.572.46400	\$8,400	\$692	\$567	\$618	\$1,134	\$618	\$755	\$618	\$618	\$1,718	\$768	\$1,052	\$5,082	\$14,241
<b>TOTAL BUILDING CONTRACT SERVICES</b>		<b>\$43,920</b>	<b>\$3,247</b>	<b>\$2,927</b>	<b>\$2,978</b>	<b>\$4,457</b>	<b>\$2,978</b>	<b>\$5,425</b>	<b>\$4,368</b>	<b>\$2,978</b>	<b>\$4,078</b>	<b>\$3,323</b>	<b>\$3,592</b>	<b>\$7,631</b>	<b>\$47,982</b>
<b>BUILDING/GROUNDS MAINTENANCE &amp; SUPPLIES</b>															
BUILDING MAINTENANCE/SUPPLIES	320.572.46020	\$30,363	\$691	\$2,198	(\$113)	\$1,676	\$1,450	\$1,338	\$1,342	\$2,228	\$2,166	\$1,006	\$1,676	\$844	\$16,502
GROUNDS MAINTENANCE/SUPPLIES	320.572.46030	\$7,897	\$28	\$77	\$0	\$384	\$90	\$0	\$57	\$0	\$125	\$26	\$0	\$85	\$872
BUILDING MAINTENANCE-GOLF COURSE	320.572.46060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280	\$0	\$0	\$0	\$280
GROUNDS MAINTENANCE-GOLF COURSE	320.572.46070	\$0	\$0	\$0	\$0	\$0	\$2,610	\$70	\$1,315	\$0	\$0	\$0	\$0	\$0	\$3,995
MAINTENANCE-DOG PARK-WINGED	320.572.46080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,038	\$0	\$3,038
MAINTENANCE-DOG PARK-PEBBLE	320.572.46081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196	\$0	\$0	\$0	\$3,038	\$0	\$3,233
MAINTENANCE-PICKELBALL #1 & #2	320.572.46090	\$0	\$0	\$0	\$0	\$0	\$27	\$27	\$139	\$0	\$0	\$0	\$53	\$972	\$1,218
MAINTENANCE-PICKELBALL #3 & #4	320.572.46091	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86	\$0	\$0	\$0	\$53	\$46	\$185
PEST CONTROL	320.572.34800	\$1,340	\$128	\$128	\$128	\$207	\$128	\$128	\$207	\$128	\$0	\$79	\$0	\$0	\$1,261
MILEAGE	320.572.46050	\$400	\$0	\$0	\$52	\$0	\$0	\$0	\$0	\$56	\$58	\$0	\$72	\$59	\$296
<b>TOTAL BUILDING/GROUNDS MAINTENANCE &amp; SUPPLIES</b>		<b>\$40,000</b>	<b>\$847</b>	<b>\$2,404</b>	<b>\$67</b>	<b>\$2,267</b>	<b>\$4,305</b>	<b>\$1,563</b>	<b>\$3,341</b>	<b>\$2,412</b>	<b>\$2,629</b>	<b>\$1,110</b>	<b>\$7,929</b>	<b>\$2,006</b>	<b>\$30,880</b>
ENGINEERING	310.513.31100	\$25,000	\$1,963	\$4,485	\$3,865	\$5,409	\$572	\$4,173	\$1,844	\$15,343	\$1,894	\$2,728	\$2,014	\$2,500	\$46,791
HFC SPECIAL EVENTS	320.572.49400	\$5,000	\$979	\$623	\$910	\$1,479	\$1,190	\$844	\$995	\$87	\$2,623	\$658	\$1,567	\$394	\$12,349

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
GENERAL FUND - FY 2022

		ADOPTED BUDGET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
LANDSCAPE CONTRACT SERVICES	320.572.46200	\$168,610	\$12,126	\$12,126	\$12,126	\$12,126	\$14,968	\$12,476	\$12,476	\$13,646	\$14,626	\$12,476	\$12,476	\$12,476	\$154,122
IRRIGATION MAINTENANCE	320.572.46210	\$2,000	\$0	\$0	\$235	\$0	\$0	\$1,791	\$80	\$841	\$741	\$436	\$0	\$411	\$4,534
LAKE MAINTENANCE	320.572.46500	\$35,560	\$2,730	\$2,730	\$3,430	\$2,730	\$2,730	\$3,430	\$2,730	\$2,730	\$3,430	\$2,730	\$2,730	\$0	\$32,130
LAKE MAINTENANCE-RATTLESNAKE LAKE	320.572.46501	\$0	\$0	\$0	\$0	\$10,818	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,818
LAKE MAINTENANCE-HART LAKE	320.572.46502	\$0	\$0	\$0	\$0	\$0	\$0	\$23,600	\$0	\$0	\$4,994	\$0	\$0	\$0	\$28,594
LAKE MAINTENANCE-PEBBLE BEACH	320.572.46503	\$0	\$0	\$845	\$0	\$845	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,690
OFFICE SUPPLIES/PRINTING/BINDING	320.572.51000	\$13,000	\$217	\$893	\$1,187	\$405	\$829	\$1,220	\$1,913	\$954	\$982	\$597	\$232	\$829	\$10,258
PERMITS/INSPECTIONS	320.572.49300	\$1,500	\$0	\$159	\$0	\$0	\$4,091	\$748	\$0	\$0	\$1,548	\$225	\$210	\$0	\$6,981
<b>PERSONNEL EXPENSES</b>															
EXERCISE INSTRUCTORS	320.572.34100	\$18,000	\$2,035	\$1,583	\$1,718	\$1,955	\$1,758	\$2,245	\$1,580	\$1,746	\$2,040	\$1,715	\$2,125	\$1,543	\$22,041
FICA EXPENSE	320.572.21000	\$15,751	\$1,120	\$1,102	\$1,755	\$1,315	\$1,315	\$1,291	\$1,308	\$1,310	\$1,947	\$1,301	\$1,319	\$1,299	\$16,384
HEALTH INSURANCE	320.572.23000	\$10,623	\$576	\$576	\$704	\$865	\$615	\$865	\$865	\$865	\$865	\$865	\$867	\$867	\$9,391
SALARIES	320.572.12000	\$205,900	\$14,642	\$14,410	\$22,945	\$17,196	\$17,186	\$16,878	\$17,100	\$17,124	\$25,457	\$17,007	\$17,242	\$16,983	\$214,169
INSURANCE	320.572.24000	\$1,824	\$1,514	\$0	\$0	\$0	\$0	\$0	\$719	\$0	\$0	\$0	\$0	\$0	\$2,233
<b>PERSONNEL EXPENSES</b>		<b>\$252,098</b>	<b>\$19,887</b>	<b>\$17,671</b>	<b>\$27,122</b>	<b>\$21,331</b>	<b>\$20,872</b>	<b>\$21,279</b>	<b>\$21,572</b>	<b>\$21,044</b>	<b>\$30,309</b>	<b>\$20,888</b>	<b>\$21,553</b>	<b>\$20,691</b>	<b>\$264,219</b>
PROPERTY INSURANCE	320.572.45000	\$25,665	\$28,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,522
<b>SECURITY CONTRACT SERVICES</b>															
GATE ATTENDANTS	320.572.34500	\$196,170	\$16,471	\$21,044	\$16,852	\$20,570	\$18,326	\$22,453	\$13,664	\$22,797	\$18,487	\$18,509	\$22,509	\$18,305	\$229,985
OFF DUTY SECURITY-EVENTS	320.572.34501	\$0	\$238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$238
VIDEO SECURITY-ADT	320.572.34520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY EXTRAS	320.572.34530	\$4,000	\$183	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$439	\$300	\$3,622
<b>TOTAL SECURITY CONTRACT SERVICES</b>		<b>\$200,170</b>	<b>\$16,892</b>	<b>\$21,344</b>	<b>\$17,152</b>	<b>\$20,870</b>	<b>\$18,626</b>	<b>\$22,753</b>	<b>\$13,964</b>	<b>\$23,097</b>	<b>\$18,787</b>	<b>\$18,809</b>	<b>\$22,948</b>	<b>\$18,605</b>	<b>\$233,844</b>
<b>UTILITIES</b>															
ELECTRIC	320.572.43000	\$135,000	\$11,394	\$11,151	\$10,878	\$12,134	\$13,103	\$12,729	\$12,915	\$13,240	\$13,286	\$13,505	\$13,388	\$13,401	\$151,124.38
REFUSE	320.572.34900	\$3,000	\$264	\$264	\$269	\$269	\$273	\$327	\$339	\$356	\$355	\$368	\$369	\$364	\$3,818.68
WATER	320.572.43200	\$26,000	\$2,603	\$2,500	\$725	\$1,942	\$2,065	\$1,202	\$45	\$2,620	\$1,078	\$456	\$1,207	\$1,282	\$17,724.45
TELEPHONE	320.572.41000	\$15,000	\$977	\$977	\$977	\$975	\$1,034	\$1,034	\$1,033	\$1,038	\$1,038	\$1,202	\$1,042	\$1,035	\$12,359.50
GAS/PROPANE	320.572.43100	\$26,000	\$2,722	\$4,108	\$3,263	\$4,002	\$5,905	\$4,015	\$1,547	\$2,003	\$2,173	\$1,645	\$2,248	\$0	\$33,630.16
<b>TOTAL UTILITIES</b>		<b>\$205,000</b>	<b>\$17,959</b>	<b>\$19,000</b>	<b>\$16,112</b>	<b>\$19,322</b>	<b>\$22,380</b>	<b>\$19,308</b>	<b>\$15,878</b>	<b>\$19,256</b>	<b>\$17,929</b>	<b>\$17,176</b>	<b>\$18,253</b>	<b>\$16,082</b>	<b>\$218,657</b>
<b>TOTAL FIELD EXPENDITURES</b>		<b>\$1,057,523</b>	<b>\$108,477</b>	<b>\$88,687</b>	<b>\$85,872</b>	<b>\$106,357</b>	<b>\$95,213</b>	<b>\$123,602</b>	<b>\$79,671</b>	<b>\$102,388</b>	<b>\$108,774</b>	<b>\$83,075</b>	<b>\$95,570</b>	<b>\$83,624</b>	<b>\$1,161,310</b>
FIRST QUARTER OPERATING RESERVES		\$243,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b><u>OTHER SOURCES/(USES)</u></b>															
INTERFUND TRANSFER IN/(OUT)	300.581.10000	(\$335,202)	\$0	\$0	\$0	(\$335,202)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$335,202)
INTERFUND TRANSFER IN/(OUT)	300.381.10000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,416	\$0	\$0	\$0	\$0	\$12,416
<b>TOTAL OTHER SOURCES/(USES)</b>		<b>(\$335,202)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$335,202)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,416</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$322,786)</b>
<b>TOTAL EXPENDITURES</b>		<b>\$1,788,010</b>	<b>\$130,351</b>	<b>\$94,937</b>	<b>\$96,860</b>	<b>\$448,273</b>	<b>\$102,822</b>	<b>\$129,731</b>	<b>\$85,521</b>	<b>\$95,986</b>	<b>\$114,699</b>	<b>\$94,909</b>	<b>\$107,429</b>	<b>\$89,187</b>	<b>\$1,590,705</b>
<b>EXCESS/REVENUES(EXPENDITURES)</b>		<b>\$0</b>	<b>(\$127,776)</b>	<b>\$161,938</b>	<b>\$1,014,296</b>	<b>(\$393,528)</b>	<b>(\$17,605)</b>	<b>(\$75,162)</b>	<b>\$36,390</b>	<b>(\$61,514)</b>	<b>(\$94,897)</b>	<b>(\$93,548)</b>	<b>(\$121,122)</b>	<b>(\$88,560)</b>	<b>\$138,912</b>

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b>REVENUES:</b>				
CAPITAL RESERVE - TRANSFER IN	\$335,202	\$335,202	\$335,202	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0
INTEREST EARNED	\$600	\$600	\$2,835	\$2,235
<b>TOTAL REVENUES</b>	<b>\$335,802</b>	<b>\$335,802</b>	<b>\$338,037</b>	<b>\$2,235</b>
<b>EXPENDITURES:</b>				
BANK CHARGES	\$600	\$600	\$679	(\$79)
<b>CAPITAL PROJECTS - FY19</b>				
<b>ANNUAL EXPENSES:</b>				
PUBLIC WORKS-BRIDGES/PATHWAYS (ROADWAYS) <sup>(1)</sup>	\$20,000	\$20,000	\$73,427	(\$53,427)
EQUIPMENT-ATHLETIC	\$4,500	\$4,500	\$8,006	(\$3,506)
LANDSCAPE REPLACEMENT	\$10,000	\$10,000	\$23,210	(\$13,210)
OTHER CAPITAL PROJECT EXPENSES	\$30,000	\$30,000	\$36,678	(\$6,678)
BOUNDARY AMENDMENT				
<b>SPECIFIC PROJECTS:</b>				
KITCHEN EQUIPMENT	\$10,000	\$10,000	\$0	\$10,000
POOL/SPA REPAIRS	\$14,400	\$14,400	\$15,813	(\$1,413)
SPLIT SYSTEM (AIR HANDLER)	\$50,000	\$50,000	\$695	\$49,305
ASHTON BLVD.	\$65,246	\$65,246	\$0	\$65,246
SURGE PROTECTION	\$23,000	\$23,000	\$0	\$23,000
CONFERENCE SYSTEM	\$0	\$0	\$640	(\$640)
PAINT HFC/GS	\$20,000	\$20,000	\$18,750	\$1,250
ROOF REPAIRS	\$200,000	\$200,000	\$6,004	\$193,996
HOLE 6 RESTROOM	\$0	\$0	\$32,886	(\$32,886)
FITNESS FLOOR	\$0	\$0	\$15,370	(\$15,370)
RACQUETBALL/SPORTS COURT	\$0	\$0	\$33,454	(\$33,454)
PICKLEBALL COURTS	\$0	\$0	\$9,892	(\$9,892)
CART PATH FLARES	\$0	\$0	\$2,900	(\$2,900)
PROMISSORY NOTE PAYMENT	\$142,997	\$142,997	\$142,997	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$590,743</b>	<b>\$590,743</b>	<b>\$421,398</b>	<b>\$169,345</b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b>(\$254,941)</b>	<b>(\$254,941)</b>	<b>(\$83,361)</b>	<b>\$171,580</b>
NET CHANGE IN FUND BALANCE	<b>(\$254,941)</b>	<b>(\$254,941)</b>	<b>(\$83,361)</b>	<b>\$171,580</b>
FUND BALANCE - Beginning	\$380,441		\$403,208	
FUND BALANCE - Ending	<u>\$125,500</u>		<u>\$319,847</u>	

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

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2006A**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - ON ROLL	\$306,900	\$306,900	\$301,447	(\$5,453)
ASSESSMENTS - PPMTS	\$0	\$0	\$24,828	\$24,828
INTEREST INCOME	\$0	\$0	\$5	\$5
<b>TOTAL REVENUES</b>	<b><u>\$306,900</u></b>	<b><u>\$306,900</u></b>	<b><u>\$326,280</u></b>	<b><u>\$19,380</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>SERIES 2006A:</u></b>				
INTEREST - 11/1	\$90,365	\$90,365	\$89,703	\$663
INTEREST - 5/1	\$90,365	\$90,365	\$0	\$90,365
PRINCIPAL - 5/1	\$125,000	\$125,000	\$0	\$125,000
SPECIAL CALL - 11/1	\$40,000	\$40,000	\$65,000	(\$25,000)
<b>TOTAL EXPENDITURES</b>	<b><u>\$345,730</u></b>	<b><u>\$345,730</u></b>	<b><u>\$154,703</u></b>	<b><u>\$191,028</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>(\$38,830)</u></b>	<b><u>(\$38,830)</u></b>	<b><u>\$171,578</u></b>	<b><u>\$210,408</u></b>
<b><u>OTHER FINANCIANG SOURCES/(USES):</u></b>				
REFUNDING BOND PROCEEDS	\$0	\$0	\$3,052,636	\$3,052,636
INTERFUND TRANSFER	\$0	\$0	(\$82,650)	(\$82,650)
PAYMENT TO ESCROW AGENT	\$0	\$0	(\$3,385,105)	(\$3,385,105)
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$415,119)</u></b>	<b><u>(\$415,119)</u></b>
NET CHANGE IN FUND BALANCE	<b><u>(\$38,830)</u></b>	<b><u>(\$38,830)</u></b>	<b><u>(\$243,542)</u></b>	<b><u>(\$204,712)</u></b>
FUND BALANCE - Beginning	\$136,978		\$243,542	
<b>FUND BALANCE - Ending</b>	<b><u>\$98,148</u></b>		<b><u>\$0</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2021**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - ON ROLL	\$368,950	\$368,950	\$283,593	(\$85,356)
ASSESSMENTS - PPMT	\$0	\$0	\$32,491	\$32,491
INTEREST INCOME	\$25	\$25	\$58	\$33
<b>TOTAL REVENUES</b>	<b><u>\$368,975</u></b>	<b><u>\$368,975</u></b>	<b><u>\$316,142</u></b>	<b><u>(\$52,833)</u></b>
<b>EXPENDITURES:</b>				
<b>SERIES 2021:</b>				
INTEREST - 11/1	\$100,916	\$100,916	\$9,450	\$91,466
INTEREST - 5/1	\$100,916	\$100,916	\$36,977	\$63,939
PRINCIPAL - 5/1	\$170,000	\$170,000	\$205,000	(\$35,000)
SPECIAL CALL - 11/1	\$55,000	\$55,000	\$0	\$55,000
<b>TOTAL EXPENDITURES</b>	<b><u>\$426,831</u></b>	<b><u>\$426,831</u></b>	<b><u>\$251,426</u></b>	<b><u>\$175,405</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>(\$57,857)</u></b>	<b><u>(\$57,857)</u></b>	<b><u>\$64,716</u></b>	<b><u>\$122,572</u></b>
<b>OTHER FINANCING SOURCES/(USES):</b>				
INTERFUND TRANSFER	\$0	\$0	\$7,544	\$7,544
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$7,544</u></b>	<b><u>\$7,544</u></b>
NET CHANGE IN FUND BALANCE	<b><u>(\$57,857)</u></b>	<b><u>(\$57,857)</u></b>	<b><u>\$72,260</u></b>	<b><u>\$130,117</u></b>
FUND BALANCE - Beginning	\$192,448		\$10,198	
<b>FUND BALANCE - Ending</b>	<b><u>\$134,592</u></b>		<b><u>\$82,458</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2022**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - ON ROLL	\$0	\$0	\$0	\$0
ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$74,745	\$74,745
INTEREST INCOME	\$0	\$0	\$81	\$81
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$74,826</b>	<b>\$74,826</b>
<b>EXPENDITURES:</b>				
<b>SERIES 2022:</b>				
INTEREST - 11/1	\$0	\$0	\$0	\$0
INTEREST - 5/1	\$0	\$0	\$16,411	(\$16,411)
PRINCIPAL - 5/1	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,411</b>	<b>(\$16,411)</b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b>\$0</b>	<b>\$0</b>	<b>\$58,415</b>	<b>\$58,415</b>
<b>OTHER FINANCING SOURCES/(USES):</b>				
INTERFUND TRANSFER	\$0	\$0	\$73,505	\$73,505
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$73,505</b>	<b>\$73,505</b>
NET CHANGE IN FUND BALANCE	<b>\$0</b>	<b>\$0</b>	<b>\$131,920</b>	<b>\$131,920</b>
FUND BALANCE - Beginning	\$0		\$0	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$131,920</b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**  
**FY 2022**

**Series 2021, Capital Improvement Revenue Refunding Bonds**

Interest Rate:	Various	
Maturity Date:	5/1/36	\$3,535,000.00
Bonds outstanding - 9/15/2021		\$3,535,000.00
	May 1, 2022 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$3,535,000.00</b>

**Series 2022, Capital Improvement Revenue Refunding Bonds**

Interest Rate:	Various	
Maturity Date:	5/1/38	\$3,245,000.00
Bonds outstanding - 2/22/2022		\$3,245,000.00
	May 1, 2022 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$3,245,000.00</b>

<b>Total Current Bonds Outstanding</b>	<b>\$6,780,000.00</b>
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**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS - SERIES 2006**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b>REVENUES:</b>				
INTEREST EARNED	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
PAYMENT TO ESCROW AGENT	\$0	\$0	(\$4,791)	(\$4,791)
INTERFUND TRANSFER IN/(OUT)	\$0	\$0	\$4,762	\$4,762
BOUNDARY AMENDMENT				
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$29)</b>	<b>(\$29)</b>
NET CHANGE IN FUND BALANCE	<b>\$0</b>	<b>\$0</b>	<b>(\$29)</b>	<b>(\$29)</b>
FUND BALANCE - Beginning	\$0		\$29	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$0</b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS - SERIES 2021**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST EARNED	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>EXPENDITURES:</u></b>				
COST OF ISSUANCE	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
REFUNDING BOND PROCEEDS	\$0	\$0	\$0	\$0
INTERFUND TRANSFER	\$0	\$0	(\$7,544)	(\$7,544)
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$7,544)</u></b>	<b><u>(\$7,544)</u></b>
NET CHANGE IN FUND BALANCE	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$7,544)</u></b>	<b><u>(\$7,544)</u></b>
FUND BALANCE - Beginning	\$0		\$7,544	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$0</u></b>	

**LAKE ASHTON II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS - SERIES 2022**  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2022

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/22	ACTUAL THRU 09/30/22	VARIANCE
<b><u>REVENUES:</u></b>				
INTEREST EARNED	\$0	\$0	\$5	\$5
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$5</u></b>	<b><u>\$5</u></b>
<b><u>EXPENDITURES:</u></b>				
COST OF ISSUANCE	\$0	\$0	\$184,338	(\$184,338)
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$184,338</u></b>	<b><u>(\$184,338)</u></b>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$184,332)</u></b>	<b><u>(\$184,332)</u></b>
<b>OTHER FINANCIANG SOURCES/(USES):</b>				
REFUNDING BOND PROCEEDS	\$0	\$0	\$192,364	\$192,364
INTERFUND TRANSFER	\$0	\$0	(\$8,032)	(\$8,032)
<b>TOTAL OTHER FINANCIANG SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$184,332</u></b>	<b><u>\$184,332</u></b>
NET CHANGE IN FUND BALANCE	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$0</u></b>	

# SECTION C

# Lake Ashton II CDD

## Special Assessment Receipts

Fiscal Year Ending September 30, 2022

Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M		Debt		Commissions Paid	Net Amount Received	\$1,763,008.00	\$302,223.08	\$321,250.00	\$623,473.08
				Discounts/ Penalties	Discounts/ Penalties	.36300.10000	024.36300.10000			022.36300.10200	Debt Total		
										General Fund	21A Debt Svc Fund	06A Debt Svc Fund	Debt Total
										100.00%	48.474%	51.526%	100%
11/23/21	10/01/21-10/31/21	\$ 2,608.00	\$ 984.44	\$ 104.31	\$ 39.38	\$ 68.99	\$ 3,379.77	\$	\$ 2,452.73	\$	\$ 449.37	\$ 477.66	\$ 927.04
11/24/21	11/01/21-11/07/21	\$ 16,594.40	\$ 4,028.21	\$ 876.02	\$ 213.31	\$ 390.67	\$ 19,142.61	\$	\$ 15,429.78	\$	\$ 1,799.77	\$ 1,913.07	\$ 3,712.84
11/24/21	11/01/21-11/07/21	\$ 86,064.00	\$ 27,797.72	\$ 3,442.50	\$ 1,111.94	\$ 2,186.15	\$ 107,121.13	\$	\$ 81,006.49	\$	\$ 12,658.84	\$ 13,455.80	\$ 26,114.64
11/30/21	11/08/21-11/17/21	\$ 166,912.00	\$ 53,814.32	\$ 6,676.34	\$ 2,152.61	\$ 4,237.95	\$ 207,659.42	\$	\$ 157,104.89	\$	\$ 24,505.87	\$ 26,048.67	\$ 50,554.54
12/14/21	11/15/21-11/23/21	\$ 432,928.00	\$ 147,161.84	\$ 17,316.81	\$ 5,886.66	\$ 11,137.73	\$ 545,748.64	\$	\$ 407,383.22	\$	\$ 67,071.42	\$ 71,294.01	\$ 138,365.43
12/17/21	11/24/21-11/30/21	\$ 490,304.00	\$ 167,725.12	\$ 19,611.81	\$ 6,709.22	\$ 12,634.16	\$ 619,073.93	\$	\$ 461,358.73	\$	\$ 76,451.05	\$ 81,264.15	\$ 157,715.20
12/31/21	12/01/21-12/15/21	\$ 255,913.25	\$ 85,631.02	\$ 9,979.12	\$ 3,332.39	\$ 6,564.66	\$ 321,668.10	\$	\$ 241,084.50	\$	\$ 39,062.19	\$ 41,521.41	\$ 80,583.60
01/18/22	12/16/21-12/31/21	\$ 45,782.48	\$ 19,153.57	\$ 1,425.68	\$ 599.58	\$ 1,258.22	\$ 61,652.57	\$	\$ 43,427.30	\$	\$ 8,834.54	\$ 9,390.74	\$ 18,225.28
02/18/22	01/01/22-01/31/22	\$ 84,137.16	\$ 34,905.32	\$ 1,846.05	\$ 765.75	\$ 2,328.61	\$ 114,102.07	\$	\$ 80,570.85	\$	\$ 16,253.96	\$ 17,277.25	\$ 33,531.21
03/16/22	02/01/22-02/28/22	\$ 29,348.06	\$ 13,468.03	\$ 312.97	\$ 142.03	\$ 847.22	\$ 41,513.87	\$	\$ 28,409.21	\$	\$ 6,352.37	\$ 6,752.29	\$ 13,104.66
04/15/22	03/01/22-03/31/22	\$ 110,688.71	\$ 50,131.23	\$ -	\$ -	\$ 3,216.40	\$ 157,603.54	\$	\$ 108,312.60	\$	\$ 23,893.35	\$ 25,397.59	\$ 49,290.94
05/20/22	04/01/22-04/30/22	\$ 26,158.23	\$ 12,263.97	\$ -	\$ -	\$ 768.44	\$ 37,653.76	\$	\$ 25,590.54	\$	\$ 5,847.54	\$ 6,215.68	\$ 12,063.21
06/14/22	05/01/22-05/31/22	\$ 8,058.72	\$ 3,588.97	\$ -	\$ -	\$ 232.95	\$ 11,414.74	\$	\$ 7,886.63	\$	\$ 1,710.22	\$ 1,817.89	\$ 3,528.11
06/30/22	TAX SALE 06/01/22	\$ 8,176.07	\$ 3,086.22	\$ -	\$ -	\$ 225.25	\$ 11,037.04	\$	\$ 8,009.67	\$	\$ 1,467.49	\$ 1,559.88	\$ 3,027.37
8/8/22	PROP APPRAISER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (23,333.52)	\$	\$ (17,630.08)	\$	\$ (2,764.69)	\$ (2,938.75)	\$ (5,703.44)
<b>BALANCE REMAINING</b>		\$ 1,763,673.08	\$ 623,739.98	\$ 61,591.61	\$ 20,952.87	\$ 46,097.38	\$ 2,235,437.68	\$	\$ 1,650,397.04	\$	\$ 283,593.29	\$ 301,447.34	\$ 585,040.63
		(\$665.08)	(\$266.90)										

Date	CK#	2021A	2022A
12/15/21	25/26	\$ 106,485.27	\$ 113,189.21
1/12/22	56/57	\$ 115,513.24	\$ 122,785.56
1/25/22	78/79	\$ 8,834.55	\$ 9,390.74
4/22/22	203/204	\$ 46,499.67	\$ 49,427.13
8/11/22	363/364	\$ 6,260.56	\$ 6,654.70
		\$ 283,593.29	\$ 301,447.34

Due To DSF 2021A	\$ 0.00	V# 16	001.300.20700.10100
Due to DSF 2022A	\$ 0.00	V# 168	001.300.20700.10300

<b>Gross Percent Collected</b>	<b>100.04%</b>
<b>Balance Due</b>	<b>(\$931.98)</b>