



Lake Ashton

Community Development District

Carol Pontious, Chair

Borden Deane, Vice Chair

Brenda VanSickle, Assistant Secretary

Bob Ference, Assistant Secretary

Mike Costello, Assistant Secretary

April 13, 2018

# Lake Ashton

## Community Development District

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April 6, 2018

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Lake Ashton Community Development District** will be held on **April 13, 2018 at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida 33859.**

1. Roll Call and Pledge of Allegiance
2. Audience Comments on Specific Items on the Agenda (*speakers will fill out a card and submit it to the District Manager prior to beginning of the meeting*)
3. Approval of the Minutes of Meeting held on March 23, 2018
4. Engineer's Report
5. Unfinished Business
  - A. Consideration of Restaurant Operations and Lease Agreement
6. New Business and Supervisors Requests
  - A. Approval of Restaurant Cleaning Quotes – *will be provided under separate cover*
  - B. Approval of Additional Restaurant Equipment – *will be provided under separate cover*
    1. Upright Refrigerator
    2. Salad Bar
    3. Soup Station
    4. Griddle
  - C. Discussion of Surplus Items
7. Monthly Reports
  - A. Attorney
  - B. Community Director
  - C. Field Operations Manager
  - D. CDD Manager
8. Financial Reports
  - A. Approval of Check Run Summary
  - B. Combined Balance Sheet
9. General Audience Comments
10. Adjournment

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

The regular meeting of the Board of Supervisors of the Lake Ashton Community Development District was held on Friday, March 23, 2018 at 9:00 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lakes Wales, Florida 33859.

Present and constituting a quorum:

Carol Pontious	Chairman
Borden Deane	Vice Chairman
Brenda Van Sickle	Assistant Secretary
Michael Costello	Assistant Secretary
Bob Ference	Assistant Secretary

Also present:

Darrin Mossing	District Manager
Jill Burns	Governmental Management Services
Andrew d'Adesky	District Counsel
Jan Carpenter	District Counsel (phone)
Rey Malave	District Engineer (phone)
Christine Wells	Community Director
Matt Fisher	Field Operations Manager
Numerous residents	

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Pontious: Good Morning thank you for joining us. We have some introductions to make for faces that you may or may not know. This is Darrin Mossing who also works for GMS and he has an associate with him this morning that he can introduce.

Mr. Mossing: I would like to introduce to everybody Jill Burns. She joined the GMS team last week. She comes to us with 10 plus years of CDD management experience. She is very well respected in the industry. We just very happy to have her on board to help her assist myself and George Flint in the management of our community development districts.

Ms. Burns: Nice to meet you all.

Ms. Pontious: George is some faraway place today watching his daughter play volleyball. Would you do the roll call please?

Mr. Mossing called the roll and established a quorum was present and Ms. Pontious led the pledge of allegiance.

## **SECOND ORDER OF BUSINESS**

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

Ms. Pontious: Next on our agenda is audience comments. I have those hopefully in the order that they were given to me. The first is Mr. Edward Jones.

Mr. Jones: Good Morning. I am Ed Jones I am at 4421 Strathmore. Fairly new here. I moved in the first of September. My questions I think have already been answered but it concerns the restaurant. One thing that I feel very strongly about is the fact that you should have a whole menu offering at this restaurant. Now I understand in the RFP it did state that they had to be open from a certain time in the morning till closing time which I hope would cover breakfast, lunch and dinner. I don't know is that going to be a contract that they have to abide by or just something simply in writing that they can or cannot be held to. That is my biggest concern because I think that this community with a restaurant that runs like that it is a wonderful facility. It is a shame it should be packed. It certainly hasn't been. When we first looked at the property we toured the restaurant and it that was a huge selling point. We didn't really know about what took place in the restaurant until we tried it a couple times. That was my concern but again the ladies at the table answered some of the things that I was concerned about, such as serving snacks on the pool deck. There is just so many things I hope these questions are really asked of the person who will be coming in. Things like breakfast, lunch and dinner and happy hour perhaps, things that can actually promote the place because then you also get the public to follow on the heels of the people that live here I am sure. It just makes sense. I have been in the restaurant business a long time, too long but that was my question so thank you.

Ms. Pontious: Thank you. Mr. Frederick Stone.

Mr. Stone: Good morning. My name is Fred Stone, the manager of the Lake Ashton Veterans Association. I would like to make an announcement that by unanimous vote by the membership of the LAVA on February 21 they voted to reinstate the Ladies Auxiliary in support of the Lake Ashton Veterans Association. So as of that date they are part of us again so they can use that name going forward. We are very pleased to have them back. Thank you.

Ms. Pontious: Thank you and we are very pleased as well. Bill Duffin.

Mr. Duffin: My name is Bill Duffin. Lot 654. Just a couple things on my opinion on the restaurant. I have done a lot of talking with a lot of people. I have been here 12 years. I have seen five different restaurants in there other than the developer's restaurant. They have all failed but nobody seems to have the answer why they failed. My thoughts along with a lot of other people is the type of restaurant you need in there is a sports bar type atmosphere with sandwiches and cheap beer and this place is going to flourish. I also would like to see the CDD run the restaurant. All you do is you hire yourself a good chef, a good manager and let them do the work. Just stay out of everything else and go that way. Something we have never done. Everything else has failed. Let's try something different. Thank you.

Ms. Pontious: Ok. Thank you. Dave Marsh.

Mr. Marsh: Dave Marsh, lot 660. I have in front of me the Master Declaration of Covenants which I know is the policy that the Board goes by to keep Lake Ashton the way it is. I am sure if everybody has read the policies but in here after perusing it last night there is an area about conveyance of areas, facilities, common areas and I also believe that also should be interpreted as amenities. It doesn't say it in here but the way it states it talks about facilities as being part of the common areas. Now I know there is talk about talking over the golf course. Whether the point of view of it or not it doesn't matter, at this point from what I understand with the conveyance of materials and facilities in 8.5 it talks about there needs to be a majority vote. If I am interpreting it right that is what I see. I am not sure, I am not a lawyer, but yet I hope that the Board in doing

what they are doing their due diligence working and talking to people finding out different recommendations from the community and talking with West this is a very big thing. Because point 9 talks about assessments. Any assessment above what we already pay is going to be a special assessment. The golf course is 15 years old about. Irrigation systems are going to have to be replaced. Lines that is going to be linear feet of PVC, plus the heads, plus the pumps, and all those other things plus the excavation, and reseeding. I can't fathom that. I don't know what the expense of that would be but again that is something the Board is going to have to consider. Once that is all done if I interpret this right it would have to go out the common, the homeowners and you would have to vote on it. Thank you.

Ms. Pontious: Thank you. You may note to check his quotes there.

Mr. d'Adesky: I will just say real quick the Declaration and Covenants indeed do apply to the HOA however this is the CDD, which is not bound by the restrictive covenants of the Master Association.

Mr. Marsh: If I can address that. I thought the HOA's duty is to enforce the covenants.

Mr. d'Adesky: The CDD does not have restrictive covenants nor do they have the ability to enforce the HOA's restrictive covenants.

Mr. Marsh: So any decision that is made isn't made with the vote of the population?

Mr. d'Adesky: That is complete separate. That is the HOA's. The HOA is completely separate from the CDD. It is perhaps true if the HOA was going to acquire something it might require a vote but the CDD does not require such a vote. It is only in very circumstances there a vote required for a CDD and that is only if we are trying to assess certain type of Ad-Valorem assessments which we will never do.

Mr. Marsh: It does talk about assessments.

Mr. d'Adesky: Once again those covenants and those restrictions do not apply to the CDD.

Mr. Marsh: Well I am still hoping that the CDD sees in their wisdom puts it out to a vote for majority rule of the population.

Ms. Pontious: Ok thank you. Marcia Liebman. Next will be Larry Sims followed by Deborah Landgrebe, followed by Tom Scali, followed by Steve Realmuto.

Ms. Liebman: Marcia Liebman, 4445 Ventana Lane. My sister and my brother-in-law live in a golf community in Naples which they are required to participate. They are all required to be members. They have been there for 16 years and they have had four assessments. So we talk about a onetime assessment here but this is an ongoing thing. I think it is a real concern. I have the numbers but you know what the prices where on the assessment I don't know if it is comparable or not. The other issue is and I don't know if this is just you I don't know if it is county wide. There is a limit where they are of how large a community can be before it owns a golf course. If it goes over 699 it can't own a golf course. Is that applicable all over the state?

Mr. d'Adesky: I haven't heard of that particular restriction.

Ms. Liebman: Ok thank you.

Ms. Pontious: Ok Larry.

Mr. Sims. Larry Sims. I live on Stone Creek Loop. I have two things. One the restaurant I did read the proposals that came in from Nini's and Giorgios. I kind of agree that it would be nice to have something somewhere in-between but I had a couple of concerns. One Nini's I have heard some good things about their restaurant. Good reviews online but they don't have a full liquor service. I do believe they serve beer and wine. I don't know if they would be able to come in here with a full liquor license or not. If not, I think that is a big problem. I think it would really hurt the restaurant. I think one time before they came in and opened with beer and wine and then months or a year later they finally get liquor service so I would like to see that addressed before you make any decisions. The other issue is the golf course. There is no good choices here. We lived in a place that had a golf course that was owned by the developer. They sold it to an outside person. Right now they closed one out of four nines. The rest is a dog track. Probably the best answer we have is for somehow the CDD to buy this but again if you



do it is going to have to be with the understanding that there is going to be some subsidy from the CDD on this. It is not going to happen just on the revenue. The flipside of that is that if you just let it go what you are going to end up with is a bunch of trash out there. I have seen what happens when a golf course just goes to seed. In months it looks horrible. It will look like all the natural areas around here. So, you have to figure in what happens if you don't buy it. How much is it going to cost to go out there and mow and maintain that and keep the irrigation up? That just doesn't go away. People are going to have to realize this is part of our community to somehow we are going to have to get together and pay to preserve in some fashion. Probably the best way to do it is to buy the golf course. I would certainly hope that if we do that we get a professional golf course management group in here and not have members going in and telling them every five minutes the greens aren't cut this way and they fairways are cut too high and all that. It is a disaster. I think you are taking the right approach. You seem like you have an outside group that has bid to come in and do a full analysis of this and the full cost including capital investment. You get those numbers then we can make an intelligent decision on how this should go. Thank you.

Ms. Pontious: At this point that is what we are doing. We are collecting information and all of the points that you suggested are on the list of things to do so one by one information is coming. Debby?

Ms. Landgrebe: Good morning. Debby Landgrebe, lot 71. I actually have two points. The same two points everyone is making regarding the golf course. I am just wondering why we starting here with the most controversial topic versus if we are looking to purchase some of his assets why not start with the sales building. We are only in the beginning stages anyway. If there is a thought that we might be purchasing some of this stuff can't we fund raise or something? That is just my thought. In regards to the restaurant despite proposals including and 8 to 8 timing, I found it very interesting that one proposal stated that they wouldn't open until 11 and they wanted three years free rent. I thought that was a blatant lack of our needs versus it almost felt like an entitlement type of mentality. Additionally, at a recent meeting it was suggested that maybe the



residents can chip in X amount of dollars a month but the resident of Lake Wales CDD I do pay for that restaurant and yet we are not receiving any type of discount or anything for that. I feel like I am already paying for a restaurant. Thank you.

Ms. Pontious: Thank you. Tom Scali.

Mr. Scali: Tom Scali, 3084 Dunmore. I think we should have a restaurant not a sports bar. I think we should have quality food at reasonable prices much like the Sizzling Grill. I have been to Giorgios Restaurant they have excellent food but their service is lacking. I hope that in preparing to evaluate the service is a significant piece of this. Getting good people is hard in Polk County. Maybe they need to tap into the colleges or other places like that to get quality people. As far as Nini's I don't know the first thing about them. I looked at their menu and it looked more like a sports bar kind of environment. I would hope that after this past experience we don't continue with that but that we do go forward with a restaurant and not a sports bar. On the golf course I would like to know if we did sign a contract with the National Golf I don't remember the full name and I hope that we do that in the short term so that we can continue this evaluation process. Thank you.

Ms. Pontious: Thank you. Steve.

Mr. Realmuto: Good morning Steve Realmuto, Lot 1031 addressing the same two favorite issues. First on the choice of the restaurant. I have only been here six plus years and have only seen four restaurants. Giorgios has really good food we have eaten there. If you haven't tried it yet I recommend that you do. The thing that I noticed is that it is not the type of place we would be likely to go to more than once maybe twice a month. Again, we enjoy it for what it is but it is not a very wide-ranging menu and frankly the prices they submitted on the menu were on the high side for some of the items. So, it is not a place we would find ourselves going to often. I think it is very important that we choose a restaurant that residents feel comfortable visiting once a week or more in order for it to make a profit and survive here. I think that should figure into your choices. I was also very excited to see that Nini's was planning on offering breakfast items and would be open the full time. I think that has real potential to attract a lot of people in with all the

activities we have going on here in the clubhouse. I think they could fill the restaurant easily. They did mention that they were willing to tweak the menu to our needs so for those that would like to see more of a restaurant atmosphere versus a sports bar perhaps they could work with us to accommodate that. Moving onto the golf course I know you are only in the preliminary stages please keep doing due diligence. There is one point I think you need to keep in mind. The feedback I heard at the last joint meeting and from residents is that any solution to the purchase of the facilities not just the golf course I would echo the previous comment that we should be looking at all them is that I don't think any of us want to acquire anything that is going to result in a long ongoing maintenance. When we bought into the community whether we bought into it because there was a golf course here or not we didn't buy into a mandatory membership in the golf course. That was optional it should be kept optional and they residents should not be charged for ongoing maintenance. That applies to the other facilities as well. My point is that anything you consider you should require that it be self-sustained or self-funded. Anything that is not it that needs to subsidize should be a non-start. Thank you.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes of the Lake Ashton CDD Meeting held on February 9, 2018 and the Minutes of the Lake Ashton CDD and Lake Ashton CDD II Joint Meeting held on February 9, 2018**

Ms. Pontious: We have two sets of minutes that are going to require an approval from our last sessions. One is February 9 and the other is I guess they were both February 9 so it is the CDD I minutes and then the joint meeting minutes. Do we have any additions or corrections to those that haven't already been turned in?

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor the minutes of the Lake Ashton CDD I meeting held on February 9, 2018 were approved.

On MOTION by Mr. Ference seconded by Mr. Deane with all in favor the minutes of the Lake Ashton CDD I and Lake

Ashton CDD II Joint meeting held on February 9, 2018 were approved.

#### **FOURTH ORDER OF BUSINESS      Engineers Report**

Ms. Pontious: Good morning, Rey. Do you have a report for us this morning?

Mr. Malave: Good morning. We are working on a couple of things. One of them is the restoration of the Lake Ashton shoreline project. We have a little that can happen with the water management district questioning what the sovereign land line. The state sovereign lands line of where the lake is which means that is where the state owns the land and that would require a different permitting process. We have requested DEP response of where that line is relating to Lake Ashton. We actually received a letter today and we are analyzing it. It basically says that it looks like we don't have to do through the DEP process and we can just go through the water management district process. That is the news we were expecting and wanted so we are going to be working now again with them to get our permit going so we can get the contractor out there and working on our restoration. The second one is we are trying to get All-Terrain out there to start working on some of the work out by pond 16 which is the one that is farthest north on the north side of the lake. We are trying to do some restoration now that the lake is still down and that is some of the work that needs to happen. We will work with Christine on the other work other than that I have nothing else unless you have any questions.

Ms. Pontious: Do we have any questions for Rey? I think that is all. Thank you very much Rey.

Mr. Malave: Thank you. Good talking to you.

#### **FIFTH ORDER OF BUSINESS      Unfinished Business**

##### **A. Discussion of RFP for the Restaurant Operations and Lease**

Ms. Pontious: Ok we are going to jump right into this restaurant lease. We have two proposers who have filed through with what was asked of them. Darrin do you want to explain the procedure for this and how we are going to set it up.

Mr. Mossing: What the Board is going to do is going to ask each of the proposers to give a presentation to the Board and open that up to questions from the Board and if

the Board wants to expand that to the audience that is their discretion. This is a publicly noticed meeting. Both of the proposers may stay in for each other's presentation but customarily we will ask the other proposer to step outside the meeting while the other group is presenting and the vice versa. We are hoping that they will honor that. I believe that we are going to have them go in alphabetical order so I think we would ask for Giorgios to present first and if the representatives from Nini's wouldn't mind stepping outside the meeting while that presentation was going on.

Ms. Pontious: We would be ready then to listen to the proposal from Giorgios.

Mr. Kebabjian: Good morning. My name is Henry Kebabjian. I am the co-owner of Giorgios in Lake Wales along with my wife Alice Kebabjian.

Ms. Pontious: We would like this to be informal. We will just make it a discussion so that you can tell us what you think you can do for us and what you think you can do for yourself by coming to Lake Ashton and opening a restaurant. So please don't be intimidated by us sitting here watching you. There is only like 200 people here.

Mr. Kebabjian: Along with me is Chef William Michaels and Sous Chef Nick Roberts.

Ms. Pontious: Welcome.

Mr. Kebabjian: One of the things that I wanted to relay everyone is that we are here to cater to you all. We understand that this is a confined community and it is going to need a lot of advertising to support Giorgios and to go ahead and provide and spend money to get other people here. As for the menu itself we can make anything you want. Breakfast, lunch, and dinner the whole nine yards. As for a sports type of bar facility I don't think that would be the right thing for this establishment. Again, for the pricing I think I had given you guys partially the lunch menu pricing and so forth. We can adjust it to whatever it is in cost that you want. We can pretty much do any type of food, Italian, steaks, and sizzling grill type. If you want us to put Chinese, hibachi we can easily do that. The chefs are very well qualified. One of the other things you had mentioned was the staff service. It is a difficult task. We are still striving at Giorgios to get the right people in and so forth. Polk County does not have many fine dining establishments here.

So therefore, the staff along with the fine dining is not going to be here. It is difficult weeding out the staff and so forth to get the best of the best. As far as the pricing and discounts I can easily go ahead and give the community of Lake Ashton 20% discount as long as cards are provided maybe from the Board to swiping for their residents' ID's or so forth we can easily go ahead and give them a 20% discount or 15% depending on the menu and the time of day. We are going to be doing happy hour from 3:00 p.m. to 6:00 p.m. If a better is proposed we can also listen to that also whichever is going to be better for the community. Happy Hour prices are from \$3.75 and up. Inexpensive beer is \$2.75. That would include the bottle beer by the way. We didn't really price out the draft beers yet but if that is something people will be concerned about. Again, pricing is not the issue. It is about making everybody comfortable, the food and the environment. That is what we are striving for. Any questions?

Mr. Ference: Mr. Kebabjian are you considering the possibility of also offering breakfast? I see your menu begins with lunch and dinner.

Mr. Kebabjian: Yes, absolutely. If we have the full support of the community where we can provide the breakfast where we are not going to lose money absolutely. If that is something that you need over here and people would like, yes.

Mr. Ference: What kind of a trial time would see yourself having or needing? How would that work? Would you try the breakfast for six months or three months? How do you intend to do that?

Mr. Kebabjian: I will have to give it a minimum of six months to see what kind of support we are going to get. A month or two is not going to cut it. Six months minimum to a year.

Mr. Ference: Ok very good.

Mr. Deane: How would you be at two places at one time?

Mr. Kebabjian: Easily. I am only four or five miles down the street. I work 16 or 17 hours from the time I leave my house from the family till I get back home. I have been managing businesses for the past 30 years having my own business since the age of 18. I

am 49 now. My chefs have managerial skills also. They can easily go ahead and manage the front of the house and the back of the house.

Mr. Deane: What I mean is I am assuming this is your current chef at your restaurant. How can your chef be at two places at one time?

Mr. Kebabjian: We are going to have a dedicated chef Nick Roberts.

Mr. Deane: That is what I am trying to find out.

Ms. Pontious: Would you elaborate on your experience just in general.

Mr. Kebabjian: I have been in the industry since the age of 18. I have had La Pizza Café, Corleons Bistro, Henry's Martini Lounge, Giorgios and one other that I can't remember. It has been a long time. Each and every one of them I have been successful. The last one I had was in 2006 to 2010 that was Henry's Martini Lounge in Cliffside Park, NJ. In 2010 I moved down here and I have been resident since.

Mr. Costello: An extension part of your proposal was your guidelines for your employees. A lot of it you have had that many problems with your employees through the years and I mean I know that by writing it down you can always go back and say here it is in writing and you realize it.

Mr. Kebabjian: My only issue throughout all these years is down here I never had an issue anywhere else. Again, up north there is a lot of fine dining and a lot of people are used to fine dining. Down here it is more sports bar, sizzling grill type. It is nice but they just don't have the fine dining experience. If I was in Orlando or Tampa there is a lot more.

Mr. Costello: Another thing is you are asking for three years free.

Mr. Kebabjian: There is a reason behind that. The first year is the most difficult part. The second year again it is going to be difficult to bring customers in even from the outside. I am not quite sure if Lake Ashton is going to give me the full support. If they do I wouldn't have to advertise. I would make a profit but I know a bulk of the money that I am going to make here is going to go to advertising if I don't get that support.

Mr. Costello: The question there is what you propose that you are going to do in order to bring people into the restaurant either from in the community. A lot of the

residents that we had here have brought in one person who comes in like a guitar player and it does bring people out but what do you propose that you are going to do in order to bring people in to the restaurant?

Mr. Kebabjian: Again, I am here for Lake Ashton for everybody to be happy over here. It is up to you guys. You guys tell me what you guys want and I will go ahead and provide that for you. I think one person's opinion is far less than your opinion.

Mr. Costello: How much time do you as the owner actually anticipate spending at this restaurant with both of them going? I realize that you have two very good chefs there but you as the owner how much do you anticipate being here?

Mr. Kebabjian: Almost a full day. I would like to say six to 8 hours a day.

Mr. Ference: You say you need the support from Lake Ashton so that you can have three years rent free. We are supporting you paying your lighting bill, your electric bill, your insurance we are paying a lot of costs. Are you paying those now yourself at Lake Wales?

Mr. Kebabjian: Of course.

Mr. Ference: You are not paying them here doesn't that count as subsidy and encouragement and support for you that should not make you feel like we are not supporting you.

Mr. Kebabjian: No, I don't feel that way at all.

Mr. Ference: So why should be expect three years of rent free service.

Mr. Kebabjian: Ok, I am going to break it down for you. I contacted MAX 98.3 for radio advertisement. A 30 second clip on the radio is \$30. You do five throughout the day that is \$150 a day.

Mr. Ference: Do you do that now?

Mr. Kebabjian: I don't, but I am going to. In addition, I contacted a billboard company. They want \$1,500 a month for that one billboard. You are looking at \$3,000, \$4,000 or \$5,000 a month in advertising. It takes \$3,000, \$4,000 or \$5,000 a month in advertising for people to get to know you and hear about you just like RP Funding. Did you ever hear of that guy? I remember every word he says. He is constantly on TV.



He is constantly on radio. RP Funding I remember the guy's name. The more you hear it the more you are going to recognize it. The more you will remember it. That is the whole thing about advertising.

Mr. Ference: How much advertising do you do now for yourself?

Mr. Kebabjian: Right now I have only been there for two months and I have excellent support throughout the community. I haven't really done any advertising other than the coupon book, the Haven Magazine and a lot of Facebook advertisement.

Mr. Ference: You don't think that is enough starting you here without having to do billboards or radio announcements that are very costly?

Mr. Kebabjian: Yes of course it could be but like I said this is just a proposal. I think that it is going to take a bit of time to go ahead and develop the business. For me to come in and cover all my costs in the beginning which I have at Giorgios has been great but the last three years and the last three years. These are the things that I have to look at also for my security and along with yours also.

Mr. Ference: What percentage of the business do expect to generate by these do you think most of the business has to come from outside Lake Ashton to make you successful here?

Mr. Kebabjian: No not necessarily but Lake Ashton is a community where a lot of people come in half the year and where some people come in where they leave five or six months out of the year so I am looking at only half the community. How many people do we have here?

Mr. Deane: That is Florida business though just like my business was on the east coast. In the summertime we get 90% of our business. Florida in the wintertime you do 90% of your business and in the summertime you don't. That is everywhere in Florida. That is not just Lake Ashton. It is a seasonal business.

Mr. Kebabjian: The only difference is that it is a gated community and a lot of people are not willing to either go in a gated community or feel funny about it. It is just the way it is. It is just the idea of being in a gated community. The people don't really know that it is open to the public.

Mr. Ference: So, you think in rural Polk County a billboard is going to make the difference?

Mr. Kebabjian: Every form of advertisement will bring business.

Mr. Ference: At cost effective? I defer that question to people that know a little bit more about advertising. I just don't know why your association with advertising should be tied to your having free rent for three years when your advertising budget now is almost non-existent where you are now.

Mr. Kebabjian: Right and we are going into a slower season.

Mr. Ference: I think we need to negotiate that three years free rent. I don't like that going forward and I think that is open for discussion on other factors. Are you willing to consider that?

Mr. Kebabjian: Yes of course.

Mr. Ference: Thank you.

Mr. Costello: One of the things that we do have here is the hall is used for banquets and things of that nature. Do you have anyway of promoting from the outside bringing weddings in here or meetings where you would be making money but we would also be making money?

Mr. Kebabjian: Yes of course that is where advertising again comes in. You want to do catering. You want people to know that we can cater to your events or function that is exactly where advertising comes in. We have to advertise in magazines, billboards, TV and radio the whole nine yards. If it does work it will be a success but you still have to go ahead and spend the money in order to find out to see if it is going to work or not.

Mr. Costello: You also have extensive experience in doing catering of that nature?

Mr. Kebabjian: All my life well since I was 18.

Ms. Van Sickle: First of all, I would like to thank you for submitting a proposal. I have quite a few questions. When you were talking about your employee handbook I guess are you experiencing labor relations problems here in Polk County?

Mr. Kebabjian: No.

Ms. Van Sickle: I am hearing a lot of rumors. Can you tell me how things are working out with your turnover rate?

Mr. Kebabjian: Right now, I currently have 14 or 15 employees. I fired I would like to say no more than five at this point just because they were just not qualified to be at a fine dining restaurant. Language barrier, misconduct that is the reason why I let these people go. Some of them are just not qualified to be in the restaurant business.

Ms. Van Sickle: What type of training do you offer for your staff?

Mr. Kebabjian: We have a professional server that we do shadowing. So if they do want to become a server they will go ahead and shadow the professional server for three to five days before they go on the floor themselves.

Ms. Van Sickle: What is the minimum age of your employees?

Mr. Kebabjian: 16 or 17 as long as they are legal to work.

Ms. Van Sickle: At that age they don't serve alcohol is that correct?

Mr. Kebabjian: No, they don't.

Ms. Van Sickle: Has that been an issue?

Mr. Kebabjian: It hasn't because they can go ahead and take an order but the bartender would have to go ahead and bring the drinks over.

Ms. Van Sickle: What is your proposed opening date if you should receive this contract?

Mr. Kebabjian: We can do that within 30 days I would think.

Ms. Van Sickle: Again, I have a concern about multiple restaurants. We have had that in here before and we haven't gotten the attention from the owner that we thought we should have. I think that has caused some of our previous restaurants to fail.

Mr. Kebabjian: I can guarantee that you will get the full attention and support from me.

Ms. Van Sickle: I did not see a catering menu on your proposal.

Mr. Kebabjian: Catering menu I am sorry but it is very thick. The full catering menu is 53 textbooks worth of paperwork that is the reason why I didn't submit that.

Ms. Van Sickle: What did you think of our kitchen when you took your tour and are there any changes do you think in either the restaurant kitchen or the restaurant itself might need?

Mr. Kebabjian: It just needs to be reconfigured, cleaned up, greasy floors and stuff like that but as far as the main cooking it should have a steam table and that was missing.

Ms. Van Sickle: Do you think the size is ok?

Mr. Kebabjian: The size is fine but it does need a steam table inside that kitchen.

Ms. Van Sickle: We have had several residents in the past request a soup or salad bar is that something that you would ever see offering?

Mr. Kebabjian: We could do that as long as we could get the soup and salad station in there. Absolutely. We could designate an area for it.

Ms. Van Sickle: You would be amenable to breakfast hours?

Mr. Kebabjian: Breakfast, brunch the whole nine yards.

Ms. Van Sickle: I ask this question every year of every restaurant that we have ever had would you be willing to work with residents to cater events such as Pull the Rope at breakfast, golf outings or pet co-op dinners?

Mr. Kebabjian: Absolutely.

Ms. Van Sickle: Do you have any lawsuits or litigation that you or your business has been involved in during the last ten years?

Mr. Kebabjian: No.

Ms. Van Sickle: Thank you.

Mr. Costello: One other question. I believe that you proposed that you are going to be closed on Mondays.

Mr. Kebabjian: Actually we are going to be open on Mondays now. Giorgios is going to be effective this coming Monday open seven days a week.

Mr. Costello: So, you are going to be seven days a week?

Mr. Kebabjian: Seven days a week.

Mr. Costello: Ok.

Mr. Kebabjian: Is that going to be an issue?

Mr. Costello: No. Some people would like eight days a week.

Ms. Pontious: Ok we thank you for submitting the proposal and for coming today. We will have some lengthy discussion and we will get back to you either way.

Mr. Kebabjian: Thank you.

Ms. Pontious: Ok we would like this to be informal. We will ask questions. You can ask questions of us if you are unclear about what we are doing. You will need to introduce yourself because we are looking at Sandra here.

Mr. Joyner: She is absent today. We both went to Ohio and both got sick.

Ms. Pontious: Ok that is what you get for going north.

Mr. Joyner: My name is Herbert Joyner.

Ms. Pontious: So, what we would like for you to do for us is tell us who you are and what you currently are doing. The success of what you feel you are doing and how you can transfer to that into having a location here at Lake Ashton.

Mr. Joyner: We are pretty simple. We try to do what we have Nini's Landings in Bartow right now and before that it was six years in Lake Alfred. It has done pretty well around here. Background for me I have been at it for 30 years. I was taught by corporate chef out of Chicago. I don't have a chef coat on or nothing I don't do that.

Ms. Pontious: But you are the chef?

Mr. Joyner: Yes. I do everything back there. One of the things that we feel is important is to give the people here and where we are at now whatever it is that they want. We listen to them. We do a basic menu that can be changed. That can be altered. We will do specials every day. It won't just be what it is on the menu. It will be different things every day. I was listening to a lot of the stuff people were saying here earlier and I can see the needs of what they are looking for. I think in our price ranges and stuff like that we are right in the ballpark.

Ms. Pontious: I think 90% of these people will tell you they want good food and fair prices.

Mr. Joyner: Right and they will get that.

Ms. Pontious: What does Sandra do?

Mr. Joyner: She takes care of the front. She takes care of all the operations out front, service and all of that. I take care of the back. Anything that a person wouldn't be happy with or anything like that it goes through her and comes to me. I am the type of person that wants everybody happy. If I find out there is a complaint out there I go out and find out what it is. I am not afraid to go out there. I put my reputation on there. We are just simple people that give good home cooked meals and all fresh.

Ms. Pontious: Where do you live?

Mr. Joyner: Currently we live in South Lakeland.

Ms. Pontious: Ok. Now you also have that second business in Bartow so how are you going to work the two businesses?

Mr. Joyner: Well we would have to hire more people but I will come here to get this one started. I have a good person back there to keep that one going. If we come here we will I like to stay in just one spot so we will probably phase that one out.

Ms. Pontious: Ok. Let's take some other questions.

Ms. Van Sickle: First of all I would like to thank you for submitting your proposal. If you receive this contract when do you believe you could open?

Mr. Joyner: Probably wouldn't take us too long at all. Just time to get stuff in there and get moving. It wouldn't take long.

Ms. Van Sickle: Define not long - 30days?

Mr. Joyner: Yes within 30 days.

Ms. Van Sickle: How do you secure and train your staff and what type of turnover do you have?

Mr. Joyner: We don't have much in turnover at all.

Ms. Van Sickle: What do you attribute that to?

Mr. Joyner: Just being good to them. Just talk to them. We are like are family. We are mainly all family anyway. There is a bunch of us.

Ms. Van Sickle: You said you were out of town. Who has been working in your kitchen since you have been gone?

Mr. Joyner: My stepsons. I have two stepsons in there.

Ms. Van Sickle: I bet they have been doing a good job.

Mr. Joyner: Yes.

Ms. Van Sickle: Do you have any liquor license experience. That is a big deal here.

Mr. Joyner: We don't have it right now but she said that she would go ahead and get it done if it works out that it was no problem to get it done.

Ms. Van Sickle: Do you have any idea of the timeline on that?

Mr. Joyner: We talked with food lady that comes in and inspects and stuff and she writes off on all that stuff so she said it wouldn't take long at all. I would say it would probably be with the time we would open.

Ms. Van Sickle: If you currently don't have that how would you get that experience quickly?

Mr. Joyner: Well, Sandra previously had a liquor license.

Ms. Van Sickle: So you have had that. Do you have any catering experience?

Mr. Joyner: Yes.

Ms. Van Sickle: Who will be onsite daily? My concern is with the two restaurants we have had problems in the past.

Mr. Joyner: Both of us. My wife and me.

Ms. Van Sickle: What did you think of the kitchen when you took the tour?

Mr. Joyner: I think it was big enough. It could use some cleaning.

Ms. Van Sickle: I apologize for you to see it in that condition but I was embarrassed.

Mr. Joyner: I didn't want to say anything to her but I was looking at my wife saying oh my god.

Ms. Van Sickle: We will have that professional cleaned. I would appreciate it if that didn't happen again. I think as a Board I think we need to make sure that we are inspecting more often because it should not be in that shape.

Mr. Joyner: I think the health inspector is supposed to be here. If there is a problem they come quite often. If not, they leave you alone but I would have to say if anybody



came to our kitchen any time of the day you can tell we have one of the best in the county. The cleanest. I take pride in that. I am sure most people want to eat out of a clean kitchen.

Ms. Van Sickle: When we received these proposals, I dragged my husband on what I call restaurant reconnaissance. Where we ate multiple times at each one. I got to say I walked into a place I consider us Lake Ashton sort of out of the way you have to come in the main gate and everything. You go into Bartow Airport you have to look for that restaurant. I didn't see a whole lot of advertising but I did see a restaurant full of people so I think your word of mouth is doing pretty well. I did notice you had a salad bar that I really enjoyed but I did not see that on the proposed menu but is that something you would be willing to add?

Mr. Joyner: I don't know when we went on the tour I don't recall seeing if they had a salad bar here or not but if there is not we can get one. That has actually done real well for us over there.

Ms. Van Sickle: I was quite pleased for a salad bar.

Mr. Joyner: We serve two soups a day and they refer to us as the soup technicians over there because we are real well known for our soups.

Ms. Van Sickle: They were very good. Would you be willing to work with resident groups to cater events such as Pull the Rope at Breakfast, golf luncheons and pet co-op dinners?

Mr. Joyner: Whatever you need?

Ms. Van Sickle: Would there be a minimum number for those?

Mr. Joyner: You can only do what your kitchen can do.

Ms. Van Sickle: I am talking about a minimum number.

Mr. Joyner: Oh, a minimum to do it. No.

Ms. Van Sickle: Ok thank you. You see all these people out here they are interested in a restaurant. You keep them happy you will do fine. Who is your food supplier?

Mr. Joyner: Right now we have Sysco. We do deal with GFS some.

Ms. Van Sickle: Have you had any law suits or litigation involved in your business in the last ten years?

Mr. Joyner: No.

Mr. Ference: I noticed your menu that you submitted is this your lunch menu and do you have a dinner menu? Are you open for dinner at the other restaurant?

Mr. Joyner: No, we are not open for dinner over there. We are just breakfast and lunch over there.

Mr. Ference: But you would have a dinner menu that would be comparable to any other dinner menu. I said there was no seafood menu but that is a luncheon menu you have here. So you would create a dinner menu that you would let us look at?

Mr. Joyner: Yes.

Mr. Ference: How are we going to pay you? Are you going to pay us? How is that going to work?

Mr. Joyner: I will take tips.

Mr. Ference: I want to put on record that you said you will work for tips. We would work out a payment because we are providing services for you, electric and insurance, etc. So pricing and cost we will negotiate that with you when you get a full menu and we can see exactly what you are going to offer and if that is suitable to us.

Mr. Joyner: At little bit about that. It will be a lot of home cooked stuff. It is not going to be super fancy or anything like that. I know that you can't just go anywhere and get liver and onions and stuff like that. It has to be cooked just right. Those are the home cooked stuff that has gotten us to where we are at.

Mr. Deane: Bob he has got one right here. A dinner menu.

Mr. Ference: How many entries are on there?

Mr. Deane: Eight.

Mr. Ference: But there is no seafood on there. My point is that it is not complete. There is not a steak. There is not the prime rib.

Mr. Deane: Rib eye steak, pork chops, BBQ chicken and ribs.

Mr. Costello: There was no fish. You also but in here this is a rough draft of our complete menu so we are taking it that we are going to see more on the menu then what we are seeing here right now.

Mr. Joyner: Also, you will have daily specials.

Mr. Costello: Right that is understandable.

Mr. Joyner: Like lasagna and stuff like that. Something different every day.

Ms. Pontious: We have two kinds of catering in here actually. We have the catering that happens because we have a lot of large groups, golf associations, pet co-ops and things like that which are all in house people. Then we also do rent the ballroom for weddings and things of that sort. I just want to caution you that you don't have to do it all there are suitable caterers in the area and so if you want to start with a restaurant and the in-house catering and work up to the other. Catering here can involve anywhere from 15 people who are coming in for a red hat lunch to 250 for a wedding. So, there is a lot of different degrees serving a lot of different kinds of people. I just want to make sure you understand that going in that there is a wide variety of things happening here.

Mr. Joyner: Ok.

Mr. Costello: Have you done larger catering things such as Carol was just saying?

Mr. Joyner: Well with the size of your kitchen. We have gone up to 150 people before but not the 200 bracket.

Mr. Costello: But you feel that you could accommodate a scenario where you would have let's say, I don't know, with the cost of weddings people are limited to like 200 people maximum. You feel that you have the capability of feeding 200 people.

Mr. Joyner: I can do anything.

Mr. Costello: There is a lot of people that can tell us that they can do anything.

Mr. Joyner: I am telling you the truth.

Mr. Deane: My only concern is the two locations at one time. I understand that you say you would probably phase out the other location. Is that firm so that you and your wife would be here all the time basically?

Mr. Joyner: Yes, we will be here all the time. You can't do it any other way.

Mr. Deane: Thank you I agree with you.

Mr. Joyner: I have always put 150 hours in. You just have to be there. That is just the way it is.

Ms. Van Sickle: Do you currently have a lease where you are?

Mr. Joyner: Yes, we do. That is done is August I think. That I would have to confirm with her.

Mr. Deane: You could open up here before then?

Mr. Joyner: Yes.

Mr. Costello: You know one of the things that I did look at I looked online and I saw that when you had the café in Lake Alfred that you brought people in like singers and things of that nature. Would you continue to do that here and how would you promote the restaurant here?

Mr. Joyner: Well that would be one thing. We have personal friends that are pretty well known in the Orlando area and around here but that is one of our ways to try to get the restaurant up and going. We used to do every other Friday night so that always worked out pretty good except for over here in Bartow we can't get that to go off the ground.

Mr. Costello: Do you feel that it is the location over there?

Mr. Joyner: Yes, because how they say out of sight out of mind. They have signs out there that light up but when you go back there. First time when we went and looked at the place I couldn't figure out how to get back there.

Mr. Costello: I went there last week and I had the same problem. I couldn't find it.

Mr. Joyner: You look like we are out on the runway and you are not supposed to be back there.

Mr. Costello: Exactly. We were watching for planes landing.

Mr. Joyner: We have done pretty well being off the wayside.

Mr. Deane: You have roughly 3,000 people in this development. If you appeal to the residents of this development you will be successful. There are enough people in this development to make that restaurant successful. The people who have been there before had gone away from appealing to the residents. I think that is what you have to do. If

you appeal to your local crowd we are captivated. We don't want to drive on the street. I can drive my golf cart to the restaurant and that is what we want.

Mr. Joyner: Like I said before I take things very personal as far as my food goes. Any person out here if you come in my kitchen I like this and I like that or this is great, I encourage that. I don't care. You are not supposed to have people back here but I have learned that they do it all the time in Bartow.

Mr. Deane: Would you be amicable to a three-year lease?

Mr. Joyner: Yes.

Mr. Deane: The terms we could work out.

Mr. Costello: I take it that you are going to try in the beginning to find out what the people of the community are looking for as far as menu items, as far as entertainment like you said and everything of that nature.

Mr. Joyner: Mainly when we did our every other Friday night deals it was usually 50 to 60's music. There was some country too but mainly 50's and 60's. We would probably bring in a one group band to get things started off. They are pretty well known in Winter Haven too.

Mr. Costello: We have been living with a situation where the restaurant that is here we have a woman that runs a place over there that she doesn't even have a kitchen. Quite honestly a lot of groups have gone over there at times which I mean it really shouldn't have been because her place is far too small. She does do a good job of bringing people in by having different things on different nights. This is what I am sure everybody out here is looking for.

Mr. Joyner: That band was Johnny Dean and Starbucks. They are personal friends of ours.

Ms. Van Sickle: I noticed that you had closed on Mondays and you are entitled to a day off but this room is full on Monday nights. You have Bingo and you have a captive audience.

Mr. Joyner: We can alter to that. We are over there seven days a week.

Ms. Van Sickle: It is just something to consider because I think people have gotten away from using our restaurant because the restaurant hadn't catered to them but just so you are aware.

Mr. Joyner: Just so they all know that I can't put everything on that menu.

Ms. Pontious: That is why your idea of rotating specials and things different each day that helps too because you have a traditional menu but then you are supplementing with some add-ons. Any other questions? Alright we thank you for submitting the proposal and for coming today. We wish that you and your wife feel better. We will discuss your proposal and we will get to you either way.

Mr. Joyner: Very good. Thank you.

Ms. Pontious: We need to decide what we have heard and how we want to move forward. We do have another meeting on April 13<sup>th</sup> so if we need to explore and check and do some more research we can do that and meet again on the 13<sup>th</sup> to make a decision. Or we can make the decision today. Whatever.

Mr. Costello: Is there any way that we can open this up to the floor to see what their input is at this time? I think that it is important that we get some of their input. I would like to limit it to a time I don't want to be here at 7:00 tonight.

Ms. Pontious: You are saying show of hands vote? That would be enough ok. Well if you have any specific comments we just don't want to like you said listen to the same thing over and over again so let's start with the show of hands and see where that takes us. How many for Giorgios? How many for Nini's Kitchen? Ok. How many think we just need to keep looking? Ok. So that was pretty overwhelming.

Mr. Costello: Yes, it was extremely overwhelming. I would like to know how many people feel we should award or try to award a contract as of now.

Ms. Pontious: Is there anyone that wants to make a specific comment. Just do it quickly please.

Mr. Jones: Ed Jones. I like the second guy. He is willing to work. Years ago when we would expand a restaurant or open another facility as we know they do this in other cities you got to have boots on the ground. You cannot have somebody promise you the

world. I will be there whatever it takes. I am sure he is a great guy. This guy is a worker. We need a worker. He is going to do breakfast. We need breakfast. He is going to lunch. He is going to do a salad bar. He is a worker. I have never been in his restaurant but he has got what it takes. The negative side is you need a liquor license that takes a lot of work. I hope he can do it. We never expand a restaurant without sending a team that has been trained at the base restaurant first with a manager and an assistant manager to run the new facility. Then they were supervised throughout it. I know how in the world you can be in two places at one time and run a restaurant. So that is what I want to say about that. I think you need to hold their feet to the fire whoever does come in with some sort of contract. They are going to be there for breakfast. They are going to be there doing what they said they were going to do. Free rent for three years I will take the job. I will promise you everything. I live here. You need a contract. I think they are good hard-working people.

Ms. Pontious: Ok thank you.

Ms. Susinski: Silvia Susinski. We all want different things. You can't satisfy everyone. It would be nice if they had a happy hour but like after the happy hour we would like a little dress up. We would like table cloths once in a while maybe Friday and Saturday night or something. Kind of like a date night. So, there is a lot of possibilities but we need to let everybody know what they are.

Mr. Turakus: Ron Turakus. Ashton Club. I like the idea of the family restaurant kind of setup and the background of these people that they would be bringing in. The fact that they admit that they would be willing to walk away from a relatively successful business that is hard to get to but has a following already is a very worthwhile indication for something that is probably going to be very good for this community. The one thing that I just wanted to clear up to is he talked about this liquor license or getting this liquor license. I do think that is important. That is something that we definitely want to have available to us. One thing that I don't think was brought up to him was how is he going to handle or is he prepared to handle the pool area as well. We get a lot of times where we are out there and people want access to food. They want access to refreshments and



there is really nothing going on over there in the past. I am not sure if that was really discussed that much with them. I would appreciate that as a follow-up with some discussion but other than that I clearly see his comments and his offerings as something that I think would be a real value to this community. Thank you.

Ms. Farber: Sharon Farber, Ashton Club Drive. I think he would be great except I am against giving anybody free rent when we are paying for all the utilities and everything else that they use. That is my opinion. Thank you.

Mr. Galeda: Hi my name is Charlie Galeda. I live on Lot 661 on Strathmore Drive. I have been an owner since 2005. I have been here for six different restaurant people and we cannot hold onto anybody. Some of them deserved to leave others maybe not so, but I will tell you this much, I like the second person better because he feels more comfortable to me. He has no experience with dinners and he has no liquor license which is not going to happen in 30 days, I can tell you that much. It is not going to happen. It takes a while to get a liquor license. So, he does breakfast and does lunch but I will tell you this much if he can't cater this hall for a wedding, my daughter had her wedding in this hall and was catered for a large number of people. If he doesn't have the capacity to cater it will be months before he will be coming back to the Board and saying I can't make any money here. It is just not worth it. It doesn't matter if we charge him rent or lease what does matter is does he have the capacity to feed a number of people and if he is doing dinner for the first time I think we have to think twice about it. I think the Board should go out and look for more proposals. I know we don't want to delay this but we are going to our slow season but I will tell you it would be the wrong decision if it is rushed. So, I am in favor of the Board going out and seeing if there is any other good restaurant people. Unless I get hung up on whether he has one or two. Two means he has experience. One means if he fails he fails here. I am sure the Board doesn't want to come back six months or eight months from now and start looking for another restaurant.

Mr. Stores: My name is Dan Stores and I live at 4016 Ashton Club Drive. I just want to make two points. One whomever we get in here to do the restaurant my suggestion is that we have somebody on staff that communicates with them back and

forth on a very continuous basis because I picked up on that before and I heard that today that maybe we should have gotten back to them more often. To me that is key and you guys do a great job and you have a lot of things on your plate so maybe from staff somebody can meet with the restaurateur on a regular basis. The second thing is communication. I went to the roundtable that you had on Monday. We had a roundtable here and you could talk about anything you want. A restaurant is so important to all of us that I feel that on a regular basis, maybe quarterly, that we have a round table discussion that is about the restaurant. A lot of people have ideas and they are good ones and yet they don't get out. Then when something happens and a little pimple comes along and starts to fester and it festers and we get big problems. So, communication those two things I think are very important.

Ms. Cunningham: I live on Dunmore Drive for the last 15 years. I love this place. My comment that I would like to make because I have seen all the restaurants come in here is I don't care how much money each person makes. I hope whomever comes in here makes tons of money. I called it an amenity to have a restaurant and as soon as we start charging him for being here we spend almost \$5,000 to keep this pool going. We still have to pay all the bills around here and as soon as we somebody making money oh man we need to charge them more money. I say it is an amenity to us let them make all they want and keep the prices down.

Mr. Realmuto: I am still Steve Realmuto. What made me come up here was the comment about catering. I don't think it is necessary that the restaurant here necessarily be able to cater to 200. I actually view it as an advantage if catering was open to events coming in. Why not let the people renting the hall make their choice on a caterer? That might actually encourage more rental of the ballroom. I know in the past restricting people renting the ballroom to the restaurant here was an issue, it has even been an issue locally were people choose not to have their meetings here in clubhouse but go to the HFC so that they can have their caterer of choice. So, I see that not as a disadvantage but as an advantage. When you negotiate the lease please consider not restricting the catering in this building to the restaurant here. It sounded like he might be amenable to that.

Ms. Pontious: Ok Thank you for your comments. We appreciate that. So how are we going to move forward?

Ms. Van Sickle: I tend to agree that I would prefer Nini's Landing but there is still a lot of holes in this proposal. I would like to see a background check and credit check and I don't want to go into this halfcocked. I want to make sure we are doing the right thing. I don't want to rush it. I want to make too sure everybody knows exactly what is expected like the gentleman said with the pool. I agree the catering is not an issue. The catering is where they can make their money but if they are not comfortable we want them to focus on that restaurant. Start there and then they can expand. I am just sure I am ready but if I was that is where I would go.

Ms. Pontious: I too would prefer to wait to the April meeting and do a little more research.

Mr. Costello: One question that I do have and maybe Andrew can answer this is the liquor license. Any idea what the time period would be between applying for a liquor license and receiving one?

Mr. d'Adesky: I don't want to give it a time period.

Mr. Costello: I am not going to hold you to the day but what I am saying is it around six months?

Mr. d'Adesky: One month is certainly not going to happen but I have seen 3 months and I have six months. It could take a while. It depends on the individual and how they fast they are going through it and how communicative they are.

Mr. Deane: They already had one. If they have had no problems with it, it won't take any time at all.

Ms. Pontious: Anyone who has come here has had to apply for a liquor license specifically for this building.

Mr. Costello: Well the only there is that coming in from another restaurant having a license I would think it would speed up the process a little bit and I think does have a wine and beer license. I don't know if that would help him along with the process.

Mr. d'Adesky: Once again I only have tangential knowledge as Borden probably has more intimate knowledge than I do on this specific issue.

Mr. Deane: He has a wine and beer license. He said the woman had a liquor license before and if they don't have any charges or violations it will flow. It doesn't take months.

Mr. Ference: Am I to understand that we are in favor of Nini's, but before we finalize a commitment we are going to get more information about their menu, about their background, and about questions about the pool?

Ms. Pontious: Christine is still waiting on some information that she has spoken to people that have not come back. She gave us that information this morning. I would just like to finalize everything so that we make a decision based on no issues going in.

Mr. Ference: So, are we eliminating Giorgios in favor of Nini's as we go forward? Have we come to that point now?

Ms. Pontious: Well she is giving information on both I think.

Mr. Ference: So, we are not making any decisions yet then?

Mr. Costello: Are we going to negotiate with any other people who came and looked at the restaurant?

Mr. Deane: We sent out over 30 RFP's. We had six people look at the restaurant and we only had two people bid on it. To send out RFP's again is a waste of time.

Mr. Costello: I am not saying we should send out more RFP's. There were people that looked at it. I don't know are we going to talk to them or just leave it the way it is.

Mr. Ference: Well most of the people won't realize that we send out as many as you said Borden. I think most people think that just two or three but I do think that we have saturated this local area for those that might show an interest. I don't know that there are any other restaurants that might come forward. I think it might be a futile effort to try to resurrect something that is not there. We tried.

Mr. Deane: We sent out 30 RFP's. I have the whole list right here if you want.

Mr. Ference: I understand that. I agree with that. I don't know if there are 30 more that don't know about us. I don't think that is true. So can we presume that there are no other viable candidates and we are working with these two?

Mr. Deane: I know one person who looked at the restaurant said our kitchen is too small. We didn't hear that from either one of these people. I know another person who looked at the restaurant and said he didn't want to go in competition with himself because he was going to open another restaurant in Lakeland. So that is four of the six people that looked at the restaurant. I don't know that the other two would put in a bid at all because one of them just wanted to do catering didn't want a restaurant. We don't want that. We want a restaurant with the catering secondary.

Mr. Ference: So, you are in favor that we go forward with the two that we have and not try to add.

Mr. Deane: Complete the information.

Mr. Ference: Ok let's do that. I am in favor of that.

Ms. Van Sickle: I would like to ask Christine neither of these proposals check all the boxes. There was a lot of things requested in the RFP that neither one answered. Could you follow up with both and see if you could get those items so we have a complete proposal to look at?

Ms. Wells: Yes.

Ms. Van Sickle: And do background checks, credit checks, and are there any other checks we need to do? Litigation checks.

Mr. d'Adesky: As much as we can do. We can do a certain amount of background and have them submit some credit information as much as they are willing to give us. The other thing too is for the Board to ponder on before the next meeting and we don't have to make a decision today but at the next meeting decisively if you want to make a decision on those contract provisions. For example, if you want me to write breakfast into the contract I can do that but I need direction from the Board to do so as well as catering open or closed.

Mr. Deane: I want to discuss those further right now.

Mr. d'Adesky: Oh great. Go ahead.

Mr. Deane: As far as I am concerned I would like the restaurant to operate as the RFP requested which is three meals a day, open from 8:00 am to a minimum of 8:00 pm. The catering is secondary as far as I am concerned.

Ms. Van Sickle: Do we have a strong preference towards one? Would we rather work with one and see if we can get them where we are going or do we want to keep both open?

Mr. Costello: That is exactly what my points were. It appears that one has a lot more support than the other. Quite honestly, I would like to have somebody bring him in maybe negotiate a solid deal with him. See where it can go. Like Mr. Turachus said talk to him about everything just the pool and the entire scenario so that we can sit down and we don't have this restaurant closed for a long period of time. It is quite apparent that the people of this community want a restaurant and they should get what they want.

Mr. Ference: And they want Nini's. It is obvious we asked their opinion. So why are we going to go forward with Giorgios any further. Let's just eliminate them from the competition.

Mr. Deane: I make a motion that we except Nini's offer and sit down to negotiate a contract with the full understanding of what is expected of the restaurant in this building.

Mr. Ference: I second that.

Ms. Pontious: We have a motion from Borden and a second from Bob to begin negotiations with Nini's as the restaurant of choice moving forward. Any further discussion?

Mr. d'Adesky: Do we want to delegate a particular Board member to be part of that negotiation?

Mr. Ference: Can we all sit down with them?

Mr. d'Adesky: No. Sorry. Unless you want to advertise the meeting.

Ms. Van Sickle: We pretty much have laid out I think what we want. I think staff should be able to handle it. Are you comfortable with that?

Mr. Deane: I would like to be involved. I'm tired of going through this every year.

Mr. Ference: I suggest that we let Borden represent us with staff in the negotiations.

Ms. Pontious: And I think the rest of us have an opportunity to visit with Christine.

Mr. Ference: Borden are you willing to do that?

Mr. Deane: Yes.

Ms. Pontious: So, then we are going to do preliminary discussions and wait until the next Board meeting to actually finalize everything?

Mr. Costello: In the meantime, is there anything we can do to get this place cleaned up and ready to rock and roll.

Ms. Pontious: I think that can happen.

Ms. Wells: We are working on that. We are getting a proposal to clean the restaurant back up to standards. I think that is what we have done previously is just have someone come out here and give us a quote on what it is going to take to get it back to where it can open.

Mr. Costello: When I went through it with you it definitely needs to be cleaned.

Ms. Wells: I agree.

Ms. Pontious: We do have a sizeable security deposit and those bills will come out of there.

Ms. Van Sickle: One other thing we discussed this several years back and I remembered when we toured Monday, I think there is some corrective things we need to do. Borden is that something that you can look at and maybe we can get started on that so that we are not dragging it out. Make sure we have that salad bar.

Ms. Pontious: We had one here at one time. Is there one upstairs?

Ms. Wells: I believe it was property of Linda who was part of the View. I believe she took that with her.

Ms. Van Sickle: Also, that grill that hasn't been used in years is it even workable? It is clean? Do we need to purchase a new one? We want to go into this with everything working and give them every chance to succeed. So, if we need to purchase a new grill let's look into that. I mean the one out there just needs to be cleaned. I don't know it hasn't been used in years.

Mr. Deane: They used it this past year.

Ms. Wells: It looks fairly clean. I can check and make sure it is operational. I believe it is propane so we would just have to get a propane tank.



Ms. Van Sickle: If there is anything else along that way that a restaurant would need to get going let's take of it now. I would rather not rush into this and do it right. Have things set up for them to be successful.

Mr. Costello: The only other thing that I would like to see before we make a decision I would like to see a more in-depth look at what the dinner menu would be.

Ms. Pontious: Ok so the motion was just to proceed with Nini's and to go from there forward at the next meeting.

A resident: If I may I have a question with the liquor license in the state of Florida. It is exclusive for the entire state or is it based on each facility. Is it the same license?

Mr. Costello: He is asking if it is state run or whether it is county by county.

Mr. Deane: State.

A resident: I have a suggestion in many restaurants you have the alternative to bring your own bottle of wine and of course pay a cork fee. That is something that I did enjoy during one of the restaurants here. I wonder if that could be considered because I believe that there is a difference between a regular license and the one that permits the wine to be brought in.

Ms. Pontious: We will have Christine check on that as well.

On MOTION by Mr. Deane seconded by Mr. Ference with all in favor moving forward with negotiations with Nini's Landing for the restaurant was approved.
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Ms. Pontious: Christine, we are going to proceed with just the one and you don't have to follow up with anything for the other. We are going to move forward. Thank you. Anything else on the restaurant.

Mr. Deane: I would like a firm three-year lease for this individual with like the other fees that we had before. The first year with no rent, the second two years with \$1,000 a month rent for the restaurant with an option at the end of the three years to renew another three-year lease.

Ms. Van Sickle: I think that is a good idea. We don't want to make money off of this restaurant but we are already subsidizing quite a bit and that is basically for the taxes.

Mr. Deane: That small amount of money would pay a little bit of the utilities and the tax bill which is \$10,000 a year on that space.

Mr. Costello: It is also not overbearing a \$1,000 a month.

Mr. Deane: Not based on 3,000 square feet.

Ms. Pontious: Do we need a motion for that?

Mr. d'Adesky: It is part of the discussion.

Ms. Pontious: Ok we are good. Anything else restaurant?

**B. Discussion of RFP for Amenity Management Services**

Ms. Pontious: The next one is the RFP for the amenity management services.

Mr. d'Adesky: I apologize I got out to the Supervisors late. I wasn't aware that there was quorum for this meeting originally. I know that some of the Supervisors wanted to take a look at it and carefully review everything so I would suggest to table it for the next meeting so that the Supervisors can have a chance to look at the updated version. Carefully look through the job descriptions. I did add in the only comments I got were that we integrated were the comments from last meeting. I did not receive any separate comments from staff or from Supervisors. I did add in Alex's position as well based on the last comments from the last meeting so there is a new job description for that which we had drafted up. So, if anybody has any comments let us know. Just email us and we will integrate anything you want. Also, the dates are blank because that is up to the Board.

Ms. Van Sickle: My only concern is when this first came out I did email you comments and then at the meeting I did reiterate some of those and you said you didn't receive anything. Well I did send them the first time and there is some that still haven't been made.

Mr. d'Adesky: Brenda can you resend those to me so that I make sure I get everything. Thank you.

Ms. Pontious: Anything else? I think this document is really worthwhile. It is a contract like anything else we have and I think we need to work on it and get it in perfect

condition. However, I think this whole bidding process was a mistake from the get-go. I think we should not have done it the way we did it. I think we should negotiate with the current vendor to make sure that we have what we want. Darrin has been phenomenal in stepping up and being of assistance here. Christine has just been made our community director. I think we need to move forward with people we can work with and make this work and put this on the table except as a contract to refer to as to what needs to be done.

Mr. Costello: I agree with you the only thing is that I think that it should have a time limit and it should be reviewed at the end of let's say every three years in order to make sure that we are getting the best deal for the dollar.

Ms. Pontious: I think that is a good idea as well. We need to do that and stay on top of it but I think we need to go back to the stability we had when we knew who we were working for and how it was working. We need to work on fixing what is wrong not starting from scratch.

Ms. Van Sickle: I would agree and if you are making that motion I will second it.

Ms. Pontious: I will make that motion. I don't usually do that but I will. I feel very strongly that we have good support staff and we need to keep that staff. We need to get some of this stuff off the plate so that we can work.

Mr. Costello: We have so much going on right now between the restaurant and everything else that quite honestly it would be relief just to know that we can move forward.

Ms. Pontious: Our staff has done a phenomenal job working with us to get through some of these issues. Christine's plate is not just a plate it is a platter. I think we need to eliminate this stuff from her. Like I said Darrin has been phenomenal in helping us to achieve information. I think we have everything we need accept maybe a little tweaking here and there and we need to work on the tweaking. So those in favor.

<p>On MOTION by Ms. Pontious seconded by Ms. Van Sickle with all in favor motion to negotiate current Amenity Management Services contract with GMS was approved.</p>
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Ms. Pontious: I would also like to share some information. Jill is new with them and had been ten years with her previous employer and said that she interviewed far and wide to look for a new employer and she found the best that there was out there. So, I think that speaks well for the company that we have as well. I hope I can say that.

Ms. Burns: Absolutely, yes.

Ms. Pontious: Ok so that is an issue that we don't have to worry about right now either.

### **C. Discussion on Potential Acquisition of Golf Course and Related Property**

Ms. Pontious: Ok the discussion on potential acquisition of the golf course and related property. In our agenda packet Darrin has put together information about the meetings we currently had. We do need to reiterate because I sense still an awful lot of commotion in the community. This is going to be a very slow process. There is a lot of work that needs to be done. We have not received any additional numbers. The numbers that were given to us in the beginning Mr. Maxwell's numbers. This is what I had it appraised for, this is what I hope to get for it, and this is what the expenses are. We have no support documents yet to my information that tells us how to break down those numbers or anything about it. Mr. Maxwell did say at the first meeting that he thought this was a minimum of a two-year project that it would take that long to gather the information and work through it. This is not a decision either that is going to be made in the near future. It is a long-term project. It is looking at all the options available from different aspects of all the players involved and I think it was Tom who said and we have already put that on the list of things to do. One of the things that we are going to have to do is maintain that property if it is not the golf course. There are issues as to whether we need two golf courses. There is so much underlying here that this is not going to be a snap and easy decision. So far, we have a proposal before us to contract with a company who will come in and evaluate everything and give us there opinion as to what it is worth and how it can function and whether it can function. Darrin has provided that so would you like to speak more to this company.

Mr. Mossing: My company, Governmental Management Services, is involved in actively managing three golf courses. Two of them in the Jacksonville area and one in Brevard County. We have worked with the proposer National Golf Foundation. They are well respected in the industry. The fee that they proposed to do the full evaluation is very reasonable to us. The information that is obtained is very valuable. We would absolutely recommend that you move forward with this organization as an independent evaluation of the golf course business and the assets that are involved. It is a terribly complicated industry that you really need someone of this nature to give that information you need in order to make an educated decision.

Mr. Deane: These fees would be split equally between the two CDD's correct?

Mr. Mossing: Correct. That proposal is for both the golf courses so this proposal will need to be brought to the Lake Ashton II Board of Supervisors for consideration, too.

Mr. Deane: \$30,000 would be split equally between the two CDD's. I think this is something that we have to do. An additional matter for the golfers in the audience Mr. Maxwell has a contract with the home builder to maintain the golf courses until the houses are all sold. So, we are four or five years down the road before a decision has to be made with regards to this. We have nowhere near the information we need to make any decision regarding anything.

Ms. Pontious: The first part on the second page of the document in the very first part they talk about an optional redemption in the additional debt on the second page. Most of us have let George do the bond work and just tell us what we need to do. Can you explain that a little bit so that we understand where we are with the bonds?

Mr. Mossing: In 2015 Lake Ashton Community Development District refinanced their prior bond issues. As part of the bond documents with those refunding bonds there is restrictions. One of them is that you cannot refund those bonds for ten years and that puts us out to 2024. So that would require depending on how this acquisition would happen there is a very good chance that you would need to negotiate with your bond holders. I did find out yesterday and confirm that the holder of the 2015 bonds for Lake Ashton is a single entity which will if we get to that point and you need to negotiate with

them that it is much easier to negotiate with just one bond holder. If you had multiple bond holders the likelihood of success goes down dramatically. We are not close to approaching the bondholder but that was information that we recently obtained which is helpful that there is only one bond holder. The Lake Ashton II CDD they don't have the same issues because their bonds are older and they haven't been refunded. This part if really applicable to this district.

Ms. Pontious: So that is the first step. We need to have this information to in order to go to them to ask for any kind of refunding. The other thing is that it gives us an idea whether and I just refer to it because that is where it came from the Maxwell appraisal and things that are current in our book and to whether or not is the right one to move forward with. What the expenses are going to be to currently maintain the golf course. What the expenses are going to be to put it in a condition where we would not have to have major expenses in short period of time. So, it looks as though from their proposal that they are going to address all of those issues. This would have to be agreed upon by the CDD II Board as well so that it will be a split thing. If they decide that they don't want to do it then there is probably no reason to move forward. So, if you have additional questions Darrin has worked with this before and I think he can answer those before we decide what we would like to do.

Mr. Deane: I guess we have to find out if the CDD II would go along with getting the appraisal. I make a motion.

Mr. Mecsecs: May I address as a CDD II representative?

Mr. d'Adesky: You probably shouldn't because there are other folks, other Board members here.

Mr. Mecsecs: I am Jim Mecsecs, Vice Chairman. I am also on Torrey Pines Lane. We started this out and it is a joint venture. I would recommend that we set up a joint meeting so that all of the facts are presented to both Boards because what is going to happen is we ratify it from both Boards. That is correct?

Mr. d'Adesky: That should be ok.

Mr. Mecsics: I would recommend this is all great and we still need to discuss it. But this needs to be addressed in a joint meeting so that the entire community because we are all in it together. Thank you.

Ms. Pontious: Ok. I don't see a joint meeting scheduled.

Mr. Costello: I thought there was one in May.

Mr. Ference: Darrin, didn't you send the same information to the West?

Mr. Mossing: I believe I emailed it out to all the Board members. I will confirm that but if not it will be circulated to them and placed under their next agenda.

Mr. Ference: I would think since they are partnering in this that they should have received it.

Mr. d'Adesky: We can try and set up a joint meeting prior to perhaps the next Lake Ashton meeting.

Mr. Ference: I am hope they have this before the joint meeting.

Mr. Mossing: I am sure I did.

Ms. Van Sickle: We talked about May for a joint meeting.

Mr. d'Adesky: It can wait.

Mr. Costello: May 16<sup>th</sup> or something like that.

Mr. d'Adesky: Ok.

Ms. Pontious: As long as they are getting the same information we can wait till May. Like I said there is no big rush for this. So, you do you have any additional questions about this while Darrin is here?

Mr. Costello: The only other thing I would like to know is we are looking at the golf course there are other amenities that they are looking to sell also such as the building across the street. Are we going to be able to get some sort of an idea of what we can do with those two building to maybe to offset cost of whatever the golf course would be? I am asking this we have two other amenities that we are looking at. We are looking at the building across the street also the RV Storage. Now have we had any discussion on that only because between the two they could offset what other costs are going to be involved.

Mr. Mossing: When we met with Jim Lee we went over some of those numbers. The RV Storage for example the net income that he had on there say the \$140,000, if you look at the purchase price he is using real estate values. It basically comes out to be if you borrowed money to purchase that it would be 19 years before you paid off your debt. I just don't know that the benefit is there for this community to enter into that venture at that requested price.

Mr. Deane: What a minute. Commercial property is valued at on the amount of income you make. He way overstated the value of that property because it is only worth \$600,000 to \$700,000 based on the income. That is the only way it should be purchased.

Mr. Mossing: He said they could get 30 times that out in the private. That is what he represented.

Mr. Costello: That is like Borden said. You put your house on the market for \$300,000 and someone comes in and says I will give you \$275,000 then take it. I am sure he wasn't going to under value it at all. So, by the same token are there still talks going on regarding the other two pieces of property.

Mr. Mossing: I think because of the complications with the golf course and the golf course really being the issue at hand we were trying to focus on the golf course.

Mr. Costello: I understand that.

Mr. Mossing: The idea of issuing more debt to acquire things like that is very difficult to ask of this community.

Mr. Costello: Our hands are somewhat tied in that scenario.

Ms. Pontious: The other point I find interesting in that the RV property is associated with the building there which is where the equipment is stored and maintained. So how do you purchase a golf course without having any place to store the equipment and a place to maintain it? It is two separate things and I can't image wanting the golf course without wanting a place to store the equipment. Because of our lack of property as it is there is no place to store it. So that all has to be a major discussion and Mr. Lee is tax time and not discussing anything right now.

Mr. Mossing: So, for clarification it is not off the table but we are not focusing on that.



Ms. Pontious: Further questions? None.

## **SIXTH ORDER OF BUSINESS**

### **New Business and Supervisor Requests**

#### **A. Approval of Preventative Maintenance Agreement from Fitness Services of Florida**

Ms. Pontious: Christine would you like to talk to us about this preventative maintenance agreement.

Ms. Wells: It is an annual renewal. There was no increase from last year. Their only change was they took the Sentinal off the list of equipment and replaced it with stepper that we recently got.

Ms. Pontious: Ok and we talked yesterday on that plate that she has is the replacement of that nautilus equipment. She is getting estimates for that. We had said that was going to be done in this year so she is continuing to work on that.

Mr. Deane: Motion to acceptance to the preventative maintenance agreement renewal for the equipment.

Ms. Van Sickle: Second.

Ms. Pontious: We have a motion from Borden and a second from Brenda to accept the proposal for the maintenance on the weight equipment.

On MOTION by Mr. Deane seconded by Ms. Van Sickle with all in favor the preventative Maintenance Agreement from Fitness Services of Florida was approved.

#### **B. Discussion of the Amenity and Guest Policies (*requested by Supervisor Van Sickle*)**

Ms. Pontious: Ok how about the amenity and guest policies.

Ms. Wells: I know that there has been some concern and that is why it as put onto the agenda about our amenity and guest policy and the regulations that are in place for that. It was a request by Supervisor Van Sickle and I was hoping to maybe get some direction from the Board. Our purpose is to uphold your policies so if there is anything that you want to change to tighten things up I would just request direction from you and we will do it.

Ms. Van Sickle: This has been an ongoing issue from time to time people come in and are concerned about outsiders coming in to use the pool, somebody coming in to go to the club but recently I have had an on slot of residents coming to me. Their concern is we have outsiders, former residents who have moved offsite coming in to the entertainment series which is sold out and our own residents can't get into it so they are not happy about that. There has been somebody coming in and attending classes. One of them has his Lake Ashton ID attached to his gym bag. I think this is probably going to be better dealt with at a joint meeting because I think both sides have to come to an agreement but I wanted to bring it forward because I would like to see us tighten up our amenity policy guest policy. We don't want to make it over restrictive. We want our residents to be able to have their guests but if this is being abused I think we need to look at how we can stop it. That is why I put it on here. It has been ongoing but here lately there has been a flow of complaints.

Ms. Pontious: Well I think in discussion with Christine yesterday she had a great idea in that she would send a letter to each of the chair people of all of these different things just reminding them what a guest is and what they signed onto to be a club, group or organization. There are certain criteria and if they are bringing in outsiders that is not meeting the criteria. Maybe start there as a reminder although we both feel that they know what they are doing, it is at least a reminder. Start there and work forward from that point and then as you said maybe in a joint meeting decide if there is anything we actually need to change in the way of verbiage. Most of us I think infer that guests might be people staying in our homes. Guests are not people who live in the neighboring community and come to join you for an athletic class. So those are things that we probably need to clarify.

Ms. Van Sickle: One other thing the Christine and I were talking about especially with the shows. We have a show that is currently that didn't sell very well. It has been offered to people outside but she said she is trying to prevent any problems. Maybe if art shows were offered to residents I would like those residents to get those front rows. Do we want to open it to outsiders? How would we do that or should we just keep it in

house and subsidize. I think that is the direction I believe you are looking for. What we need to do to go forward. We definitely don't want this abused.

Mr. Deane: With 3,000 residents, it should be residents only. That is my opinion.

Ms. Van Sickle: I think that would solve the problem right there.

Mr. Costello: How many times have we had were a show didn't sell out?

Ms. Wells: Actually, all of our featured shows for this year didn't sell out. They did not sell out. We had available seats up until the day of the show. The show I believe that Brenda is referring to is the one that is this Saturday and we are about half sold.

Ms. Van Sickle: But one thing we need to consider is our residents buy tickets. I know like myself the entertainment series show that I most wanted to see I had grandchildren. I am sorry grandchildren trump. So, I went online and a friend of mine was looking for tickets to that so I sold them to her. We don't have anything in place that prevents somebody from buying an entertainment series and selling it to somebody outside. Residents here come into a show and see an outsider sitting when some of their friends can't come is not going over well. I think that is what we need to tighten up.

Ms. Pontious: Well I think we always have people at the door. It just adds another dimension again for people who know what is right and wrong and choose not to do it. We can check as they are coming in the door they need to have their resident ID or their driver's license showing they are Lake Ashton residents. That is the only way you are going to stop it.

Ms. Van Sickle: But when people move out some of them have their resident ID's. He has it attached to his gym bag. So, we don't have a means of getting those back. These are people that definitely know what they are doing. They definitely know that they are abusing the situation. I don't have the answer for that. I am just bringing this forward as something we need to talk about.

Ms. Pontious: Let's put that on the agenda for the joint meeting and working with security because maybe what we need to do is change other things in the security process too. We could have things on the cars that mean they can't get back in once they go out once they leave the community.

Ms. Van Sickle: They could still come in but at least we would know they are in. They could be tracked.

Ms. Pontious: Ok is that sufficient for right now then?

Ms. Van Sickle: Yes.

Ms. Pontious: We will send out the letter that Christine suggested to the organizations and move forward with a joint meeting.

Ms. Wells: I just want to make clarification with the letter. Do you want me to send it to clubs Lake Ashton clubs because that is the part of the amenity policy that states all members had to be residents of Lake Ashton? I am not sure if that I know part of the policy is that no nonresidents can utilize amenities which would encompass the classes but I am not sure if there is a specific....

Mr. Costello: It would have to encompass anybody who used like the ballroom here or any of the amenities.

Ms. Wells: Ok so all clubs, classes and anyone who has access to the district media. Ok I can do that.

Mr. Costello: One other question the HOA supposedly keeps an inactive list of who is living with Lake Ashton here?

Ms. Wells: That is what I am aware of. Yes.

Mr. Costello: They do so in other words somebody moves out and you get notification that they have moved is there any way that we can keep an inactive list so that security and I mean security should have it.

Ms. Wells: That is one of the things that I was thinking of but we would have to go back to when we implemented the photo identification card which I believe was a few years ago. Four years ago maybe. So, we would have to go back to the beginning of when we started issuing it and everyone who has left since then to have an accurate list. That is something that I was thinking about. That is also when you show your photo id they will check the list with the photo id to let you in. It is possible.

Ms. Van Sickle: It is possible to have a script on those and a script reader. Would that make is quicker?

Ms. Wells: It could.

Ms. Van Sickle: Is that something that our system is capable of?

Ms. Wells: It is capable of it. We have the dual side printer and one of the things you can add to the back of the card is a back strip so it is possible. We would just have to reissue everyone's.

Mr. Costello: What is the cost of issuing one of those cards with a strip?

Ms. Wells: I would have to check the current cost. I don't believe there is an increased cost with the strip it is just how it would print on the back of the card.

Mr. Costello: We would have to have multiple readers.

Ms. Wells: Exactly to make it efficient. Something handheld I would assume.

Ms. Van Sickle: We need a solution and I don't know what it is. I think we need to brain storm with our partners on the West.

Mr. Costello: One of the things that we do need is the people that do hold these different events and all that for the different clubs I would think that some of them have to know that the people that are attending their affairs are no longer members of the community. We have to get them to help us in order to keep these more or less transient people from coming back in.

Ms. Wells: I agree. I can only do what I can do. I can't control residents.

Mr. Costello: We are not blaming you but we did discuss it with you and that is where you had told me that maybe the HOA had the ability or they had a list of who is active in this community and who isn't active. Then somehow, we have to share all that information and try and litigate as much as we possibly can.

Ms. Wells: Currently they do send those to me when someone new is coming in and someone old is leaving. When they send me a new owner they send who the previous owner was. We do have that information. We just need to start creating a list and keep track of that and just do checks.

Mr. Costello: Is there any way that we could have it where any resident directory you have to have a picture of the residents of that address. There are enough computers where you could go in and look and you could say sorry you don't live there anymore.

Ms. Wells: That is a possibility and that I how I have checked recently to see if residents are actually still residents. As soon as HOA lets us know that someone has moved in on their end they replace the account with the new account holder. There system talks to ours so it automatically will take the old resident out and put the new resident in. Our directory is pretty accurate unless there are sales that are happening that we are not aware of right away. Sometimes it takes a while to get that information to us.

Mr. Costello: There is also a lot of people that don't have a picture in a directory. I know my wife and I don't. Probably because no one wants a picture of me. It would definitely would be a plus where you could at least go to a computer and say sorry you don't live here.

Ms. Wells: It is a possibility. The system is able to do that.

Ms. Pontious: This is a minority of the community again why don't we just do what we really need to do and send a letter to them and tell them that we realize they are no longer resident to the community and therefore not welcome to use any of the facilities.

Ms. Wells: I like that, too.

Ms. Pontious: Let's do it.

Ms. Van Sickle: I think we need to put everybody on notice. We all need to be working together. We are a growing community and there is going to be more in our classes, groups and shows and we need to make sure that the people that are paying for those are seeing the benefits.

Ms. Wells: I agree.

Ms. Pontious: So, you have a list?

Ms. Wells: I would just go by what is on the website. I can look into our activities database too and make sure that we have everyone that is operating currently. All the groups that are meeting in the clubhouse.

Ms. Van Sickle: Maybe talk to your cohort there and ask how they are handling it. It needs to be jointly done. I think we need to address this right away. I would like to see us work with CDD II on this also.

Ms. Pontious: I am talking about letters to the infractors.

Ms. Wells: Ok we are talking about different things. Yes.

Ms. Pontious: As long as we have names let's just send them a letter.

Ms. Van Sickle: Yes.

Mr. Costello: The problem there these people move out and I think you said to me yesterday you have no idea where they went. They don't leave a forwarding address.

Ms. Wells: The Polk Property PA public information there is addresses for one of them that I found. The other one I don't have specific information as to where they moved to. I heard people say that I heard who they moved in with.

Mr. Costello: I don't think it is a major problem but how can I put it. I think it is a limited problem with certain people. We still have to address it. Everything that we have here costs us money. I can't see any reason why someone can continue to use the amenities after they have moved out.

Ms. Wells: I can do some more to find a forwarding address for them and send them a letter.

Ms. Pontious: I would assume that anything that is sent to their old address should be forwarded.

Ms. Wells: Ok I will do some research.

Ms. Pontious: Ok thank you. The next one is yours if you want to talk to us about the resident feedback survey

### **C. Discussion of the 2018 Lake Ashton CDD Resident Feedback Survey**

Ms. Pontious: In the agenda packet staff put together a version for the 2018 feedback survey. I just want direction from Board. I believe the five years I have been here we have done one every year. I wanted to keep up with that and to see if the Board wanted us to move forward with issuing that out in the April newsletter. We have also started the electronic on surveymonkey.com. I read there was some concern that was the reason why a lot of residents were not submitting it online that is was done through the website and they were afraid it was not anonymous. So, we utilized an outside source. There is a fee involved with that. It is nominal. Up to 1,000 responses it is \$35 a month

and then after that it goes into an annual fee but I don't think it is something that we would want to do annually. It is \$400 or around that amount. We only do one survey a year. I just wanted direction from the Board. Do you want us to move forward with doing the 2018 feedback survey?

Mr. Costello: On the survey is there any way that we can condense some of it. I hate to say it but five pages. You start filling it out and the phone rings. All the sudden you have to go somewhere or something like that. You never go back to it. You find it like six months later laying in the corner of the desk. I don't know maybe I am the only one but is there any way that we can condense it just a little bit in order to get I am sure more we would get more responses if we were to condense it just a bit.

Ms. Wells: We can definitely do that. We took a few of the questions off as far as restaurant catering services. Some of the demographic questions we removed for this year's survey. So, we did take some questions off. I know it may not seem that way. Also, the frequency of visits is a little bit spread out more now. We had a suggestion from staff that maybe we break that up towards individual questions versus I don't know if you remember the 2017 survey which is kind of cluster of it and you almost needed a ruler to see what line you were at so we figured maybe breaking it up having individual questions with individual options is a little bit easier to read. It is condensed from last year and I am definitely open to condensing it again. We just wanted to touch all of the services the LA CDD is responsible for.

Ms. Pontious: My next question is do we really need to do this as LA CDD I or should we eliminate this for 2018 and move forward at the joint meeting with establishing a survey that comes from LA period.

Mr. Deane: I believe that is the correct way to do it.

Ms. Wells: I agree.

Mr. Deane: We want one community and it shouldn't be send out as LA CDD I. It should be sent out as LA CDD after a joint meeting with the other CDD.



Ms. Pontious: So, we can add this to the May meeting and see how they feel about it and move forward at that point afterwards. It may not get done till the end of the year. Could you deal with that ok?

Ms. Wells: Most certainly.

Ms. Pontious: Alright. Let's just add this to our list of joint meeting questions then.

## **SEVENTH ORDER OF BUSINESS      Monthly Reports**

### **A. Attorney**

Ms. Pontious: Ok attorney's report.

Mr. d'Adesky: Just one quick item that I wanted to bring up. Obviously as everybody is aware of some letters we received. Because some of those letters received threatened litigation and unfortunately there was a bill before the house that didn't pass that would have allowed us to have closed meetings when we are threatened. We can't discuss in a private meeting the litigation so my suggested option would be to delegate a member of the Board, perhaps the chairman, to discuss with staff and potentially meet with the other party. They requested a meeting at one point. That might be something we would want to do. We will have to have a discussion on that but to delegate a Board member to liaison on this so we can see if we can take some action perhaps.

Mr. Costello: The lawsuit as our attorney this more or less comes to me the little that I read about as being somewhat of a nuisance.

Mr. d'Adesky: I really don't want to comment on that because what I say right now will be used against me. That is the disadvantage and to be frank we represent certain circumstances where we are representing tax certificate holders and we have to look at district minutes and I use minutes against them all the time. I know they are going to do it in the same circumstance so it is better if we delegate.

Mr. Costello: I make a motion that you work with Carol on this. As long as she is willing to take the job on.

Ms. Pontious: Didn't he just say that he was the one with the legal experience.

Mr. Costello: Just think of the education you would get through this.

Mr. d'Adesky: I think everybody approved that.

Ms. Pontious: We had a motion from Mike and a second from Borden.

On MOTION by Mr. Costello seconded by Mr. Deane with all in favor Carol Pontious was appointed liaison to represent the Board for potential lawsuit was approved.

Ms. Pontious: I am willing to do that.

**B. Community Director**

Ms. Pontious: Christine is up next for the community director's report.

Ms. Wells: I included the community director's report in the agenda packet. Everyone should have received included with that was the feedback from the 2017 survey. We will have printed copies available. I know some of the graphs were in color. It doesn't help a lot if you can't see it in color so I will have some copies at the desk available and at Monday coffee if anyone is interested in receiving those. If you guys have any questions in regards to the community directors report.

Ms. Pontious: I have one concern since we took a couple things off your plate our TECO bills we should have seen a significant decrease the bills based on the single light fixture and things. Would you just check and see if that is happening. From the check run summary I am not seeing that so much.

Ms. Wells: I will. It takes a fair amount of time to get them to start to shrink. We recently did get some TECO bills but I will take a look at them and analyze them and make sure that they were are receiving proper credits.

Ms. Pontious: Ok thank you because I just doesn't seem like those bills are going down very fast and I know Tricia worked for years trying to get where we are. That is a good thing. I don't have any other questions anyone else?

Ms. Van Sickle: Will you present a brief mention of that maybe at Monday coffee or something along those lines for the residents so that they can see the results of that.

Ms. Wells: I can do that.

Ms. Van Sickle: I would like to thank you for all that you are doing. I feel that you have always stepped up to the plate and done a great job.

**C. Field Operations Manager**

Ms. Pontious: Ok we are going to ask for another change in role today. Matt is going to substitute for Alan with the field operations managers' report.

Mr. Fisher: So, the field managers' report was submitted in the agenda packet before the meeting. If there are any questions I can have the answer for that for you guys.

Ms. Pontious: We can't let him off that easy.

Mr. Fisher: Just a follow-up on last meeting. Alan had brought up the shuffle board court issues. We called someone we worked with on many projects on tennis court resurfacing. He came and checked the shuffleboard which they specialize in. He applied a level to each court and send me a detailed email back stating that all the courts were level. A slight drift is normal. I think that is what the shuffle board court had issues with the discs sliding off at three or so courts. He said there was no significant problem that would need resurfacing of the court. So, I think we can put that to rest. I have the email if any Board member would like to read that. Jimmy Bock did apply No Walking on Courts on the for free so that was nice. Any other questions about that?

Ms. Pontious: I just want to say that we took on that project of changing all these light bulbs and Matt and Alex have been on top of the ladder changing all these light bulbs. It is a significant difference in the brightness of the rooms and hopefully will save us a little money besides but we thank you for efforts in doing that.

Mr. Fisher: Thank you. It will allow us to focus on other things.

Ms. Pontious: It is a good thing that they are not afraid of heights. We do appreciate it and we appreciate everything that you do. Thank you.

Ms. Pontious: George pretty much takes the meeting from here on so.

**D. CDD Manager**

Mr. Mossing: I have no special report unless the Board has any questions.

**EIGHTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Register**

**B. Combined Balance Sheet**

Mr. Mossing: Under financial reports we have the approval of the check run summary that was enclosed in your agenda. If the Board has any questions or comments we would be happy to address them. If not a motion to approve that check run summary.

Mr. Deane: Motion to approve the check run summary.

Ms. Van Sickle: Second.

On MOTION by Mr. Deane seconded by Ms. Van Sickle with all in favor the check run summary was approved.

Mr. Mossing: Also enclosed are various financial reports in your agenda. Again, if you have any questions regarding those financial reports we would happy to address them. We don't look for a motion. It is for informational purposes only.

Ms. Pontious: We always like to look at that gross percent collected and we are about 93% so that is looking pretty good.

Mr. d'Adesky: It should be close to 100 after tax day.

Ms. Pontious: I would just like to thank Darrin he has been here two or three times in the last few weeks to support different endeavors that we have been working on and we appreciate you subbing for George. Do we have any further Board issues?

**NINTH ORDER OF BUSINESS**

**General Audience Comments**

Ms. Pontious: Do we have anyone else that would like to speak to us.

A resident: I would just like to caution the Board we keep saying we have so much time but it takes about six months for a golf course to go to hell. My concern is that if we waste too much time there is no motivation to maintain the golf course to the level that it currently is because there is no additional revenue coming in. So please consider this in your reviews and do not deliberately delay this. That is my recommendation.

Mr. Duffin: Bill Duffin lot 654. One question on the 2018 survey that is going out. Is there any questions on there about us purchasing the golf course?

Mr. Costello: I think that can be added. The only problem I see there in all honesty is a lot of what is being said right now is all rumors. It is all different people have different ideas and they hear different things and they run with it. Right now we can ask but by the same token once we have these people come in and evaluate what we are looking at it could change a lot of minds in the end because of the fact that that were running with one set of information and the reality is once the study comes in it could be a totally different ball game. I think you are right we can ask the question now but I think that it is also going to take into effect is what the results are of the study.

Mr. Duffin: Ok I am hearing so many rumors.

Mr. Costello: That is precisely what I am talking about. I have people come to me and say I hear we bought the golf course. Where is that coming from? I don't get it.

Mr. Duffin: One of the things that I heard and sticks in my mind is somebody suggested we have 25% of the residents here that are member of the golf course why don't they form an LLC those 25% of the residents and own the golf course themselves.

Mr. Costello: Many of the people who are members of the golf course a lot of them have told me they have no desire to buy it.

Mr. Duffin: That tells you something right there.

Mr. Costello: That is the way it goes.

Mr. Duffin: Thank you.

Ms. Pontious: I do think that a survey today would be based on emotion where a survey after we have the facts maybe then could be based on facts rather than emotion.

Mr. Duffin: Ok is that survey ready to be sent out to the people right now.

Ms. Pontious: We just tabled it till we meet with the West.

Mr. Duffin: Alright thank you.

Mr. Jeff Roland: I am at 3081 Dunmore. Just moved here in March. Heard lots of rumors that have been going on in the community. One was the restaurant closing and the other one was the golf course closing. We purchased our property because of the amenities that this place offered. Those included the restaurant and the golf course. I

come to find out that somebody else is managing the golf course. The CDD I don't know if they have any involvement whatsoever.

Mr. Mossing: No.

Mr. Roland: Do you have any input with them at all?

Mr. Mossing: No.

Mr. Roland: Ok that doesn't help me. When I came in March my wife and I both liked the golf course and I approached them down there about playing some golf and they told me I would have to buy a year's membership. In March to buy a year's membership is ridiculous because we were leaving in April. I found out I couldn't use the driving range either. So, I would make a recommendation to those guys because if I had moved in from January through March if they would come up with some type of 20 play pass or 10 play pass. If is \$40 a round ok I will pay \$40 a round and maybe give \$100 to be able to use the driving range. I don't mind paying my fair share. That kind of like gave a sour taste when I first got here because of the situation. These amenities up here I can't use it because it priced me out. That is all I have to say.

Ms. Pontious: I feel sorry for your situation and I apologize for that but it has been this way forever. Those suggestions have all been made numerous times.

Mr. Roland: Maybe that is why they don't have a play out here either. I come from a community in Granite City for 12 years so I know what you guys are going through. We purchased a golf course in Granite City and it is supplemented by tax payer dollars. There are ways that you can make money or break even on a golf course but you have to be servicing to the community. You have to have fair prices number one. There is so many little things you can do like charge for people who just want to use the driving range. People like to do that. There is a lot of things you can do and it is all a matter of style. I don't want to take this guy's figures 100% because I think there is ways he could have made more money on the golf course then what he is doing now. If you are stuck in a pattern of a hiring to manage your golf course then you are stuck. If you are not making money you need to take a better look at how you are doing it and what you need

to do to improve it. It effects your property values, it affects everything about this community in my opinion.

Ms. Pontious: The short answer is we have no input. Thank you.

Mr. Harven: Good Morning I am Ernie Harven Lot 759. First of all thank you for your service we really appreciate you all being on the Board. It is not a very thankful job but we appreciate your service. I hope I am not wasting your time but with regard to these ID's which I forgot to wear mine today we might make a unique sticker year by year or quarter by quarter that you can't fake and stick those on. In additional to my card I need to have that sticker that shows that I am a current resident as well. That might be helpful. Also, they could be put on our car windshield above the current sticker we have now so at least the guard or someone can look at the cars parked here. Thank you for your time.

Ms. Pontious: Good suggestion thank you.

Mr. Bruce: My name is Bruce I live off of Limerick. This is also regarding the outsiders. In some of the venues here we want outsiders to come in for example the restaurant and Bingo. The people that come for those public venues see that we a movie theater, the pool and a bowling alley and they realize well gee I can come in for that I can come in for the shows as well. I know that a number of people that are longtime residents claim I couldn't get into the movie theater because there was so many people and I am sure that I don't recognize any of those people and maybe these are the outsiders coming in. Yet they themselves don't wear their ID tags. You come to Monday morning coffee Christine you saw for a raffle that wore their ID. Nevertheless, people did not wear their ID's yet we complain of outsiders but who is say who is outsider when we don't check for ID's. Now the sticker I think is a great idea because then they are current. We have to come up with a solution someday. Thank you.

Ms. Pontious: Thank you.

Mr. Mossing: Madam Chair I would like to address the gentlemen's comment about the six months and being in a hurry to not delay the golf course issue. The owner does have two incentives for maintaining that golf course one is as he met in his summary

that sales center is very profitable for him. Having a golf course in good shape obviously drives his sales of his homes and he also I think this Board knows he collects a recreational \$9,300 per new home recreational fee. He has 270 lots remaining to be built. He has a three-year absorption so when we mention that it is a 3 to 4 year time frame that is when he anticipates his recreational fees are going to run out. That is when he absolutely wants to exist the golf business. He mentioned we do have a little time to do an analysis.

Ms. Pontious: Ok I see no one else in line.

A resident: I take exception to what you are saying. Do you realize how quickly that course could deteriorate and how quickly it would become our job to fix it back up. I am saying do not wait until the three years are up because there will be nothing left of that golf course three years from now. If you think that is not true just go around to any of the communities that do have golf courses that have folded.

#### **TENTH ORDER OF BUSINESS                      Adjournment**

Mr. Ference: I make a motion that we adjourn.

Ms. Van Sickle: I will second that.

On MOTION by Mr. Ference seconded by Ms. Van Sickle with all in favor the meeting was adjourned.
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Assistant Secretary/Secretary

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Chairman/Vice Chairman



**RESTAURANT MANAGEMENT CONTRACT  
AND  
LEASE AGREEMENT**

BETWEEN

**LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT,**  
A FLORIDA COMMUNITY DEVELOPMENT DISTRICT,  
AS LANDLORD,

AND

**NINI'S LAKE ALFRED CAFÉ, LLC,**  
A FLORIDA LIMITED LIABILITY COMPANY,  
AS TENANT

**LOCATION:**

RESTAURANT SPACE WITHIN  
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE  
4141 ASHTON CLUB DRIVE  
LAKE WALES, FLORIDA 33859

## **MANAGEMENT CONTRACT AND LEASE AGREEMENT**

**THIS MANAGEMENT CONTRACT AND LEASE AGREEMENT** (hereinafter the "Agreement") is made and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), between **LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and local unit of special-purpose government located in Polk County, Florida, hereinafter the "Landlord", and **NINI'S LAKE ALFRED CAFÉ, LLC**, a Florida limited liability company, hereinafter the "Tenant".

### **ARTICLE I. GENERAL AGREEMENT PROVISIONS**

The terms and conditions contained in this Article I set forth certain basic terms of the Agreement and the definition of certain terms used in the Agreement.

1.1 Premises. That certain restaurant space (commonly referred to as the "Restaurant") within the Lake Ashton Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the "Facility") located at 4141 Ashton Club Drive, Lake Wales, Florida 33859, containing approximately 3,987 gross square feet of interior floor area and the outdoor patio area adjacent to the interior area, depicted on Exhibit A attached hereto (the "Premises").

Tenant shall also have exclusive rights (except as limited herein) for management, oversight and provision of food and beverage service to Landlord's ballroom facility (the "Ballroom") and other areas of the Facility. Landlord shall be permitted to issue certain exceptions to the Tenant's exclusive rights to manage, serve and provide food and beverage service to the Ballroom and other areas of the Facility, based on the Landlord's sole and reasonable discretion, in order to accommodate specific resident events and activities. Except as provided herein, the terms of this Agreement apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

1.1.1 Non-Exclusive Use of Outdoor Patio Area: Tenant shall have non-exclusive use of the outdoor patio area, including the patio area adjacent to the interior area included within the definition and depiction of the Premises. Tenant shall cooperate with Landlord at all times to ensure shared access to the outdoor patio area and shall not restrict use or access to the outdoor Patio area.

1.2 Commencement Date: For the purposes of this Agreement the "Commencement Date" shall be June 1, 2018.

1.3 Term. The term of this Agreement (the "Agreement Term"), unless sooner terminated as elsewhere provided in this Agreement, shall be for a period of three (3) years, beginning on the Commencement Date and terminating and expiring at 11:59 p.m. on the last day of the Agreement Term. Subject to Section 4.1 herein, Landlord and Tenant may, by mutual agreement and pursuant to a written instrument executed prior to the expiration of the initial Agreement Term, extend the Agreement Term.

1.4 Advertising and Communications. Tenant shall advertise the Restaurant and associated catering services on an as needed basis, as determined by Tenant, to market, advertise, and create public awareness of the Restaurant.

1.5 Permitted Use of the Premises. Tenant covenants and agrees that it shall, throughout the Agreement Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages. For the purposes of this Agreement, the uses of the Premises as defined and described in this Section 1.5 shall be referred to as the "Permitted Use". Unless provided otherwise in the Rules and Regulations (hereinafter defined), at a minimum, the Premises will be open and providing meal service at least six (6) days a week serving Lunch (or Brunch) and Dinner, but may be closed, at the option of the Tenant, entirely on Christmas Day and New Year's Day. Landlord and Tenant agree and acknowledge that the operating requirements may be adjusted by mutual written agreement of the parties hereto to accommodate seasonal demands, special events and other operational considerations.

1.5.1 Sale of Merchandise. Tenant shall not sell any merchandise, including, but not limited to, clothing, memorabilia, electronic media (compact discs, tapes, etc.), and similar such items, without the prior consent of the District.

1.6 Initial Security Deposit. Tenant shall deposit with Landlord, as security for its obligations under this Agreement, the total sum of Six Thousand and No/100 Dollars (\$6,000.00) via cashier's check, to be paid pursuant to the schedule set forth herein (the "Security Deposit"). Tenant shall pay the Security Deposit to Landlord in accordance with the following payment schedule: Six Thousand and No/100 Dollars (\$6,000.00) upon execution of this Agreement. The Security Deposit shall be held in an account (with interest, if any, paid to the Landlord) controlled by the District Manager until the expiration or sooner termination of this Agreement, when it shall be released and disbursed in accordance with Article XX herein.

1.7 Improvements. Tenant will timely perform their respective responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with their respective duties (see Article XIV for additional information).

1.8 Utilities. Landlord shall pay for all utilities (water, electric, trash removal/recycling) provided to the Premises, except for propane gas, which is provided separately to the Premises; Tenant shall arrange and pay for any propane gas and propane gas related service in any amounts necessary for Tenant to conduct operations hereunder. Landlord shall also be responsible for the cost of all telephone services to the Premises, both local and long distance, except international calls which shall be the responsibility of the Tenant. Further provisions concerning utilities are contained in Article VII herein.

1.9 Taxes. At the time of the execution of this Agreement, the Premises are assessed and billed for ad valorem taxes and assessments separate and apart from the remainder of the Facility. Landlord shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Agreement Term by a governmental entity having jurisdiction over the Premises. Tenant shall be responsible for any other taxes or assessments.

1.10 Janitorial Services. Tenant shall maintain the Premises in a neat, clean and orderly fashion, in a similar quality to other first class golf club resorts in Central Florida. Tenant shall provide, at Tenant's sole expense, all janitorial services to all areas of the Premises, including any cleaning or other

services required specifically to comply with applicable health code provisions. Further provisions concerning Tenant's obligations are contained in Article XVI herein.

1.11 Addresses for Notices:

To Landlord: Lake Ashton Community Development District  
c/o Governmental Management Services  
135 W. Central Blvd.  
Orlando, Florida 32801  
Attn: District Manager

and: Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Attn: Jan Albanese Carpenter, Esq., District Counsel

To Tenant: Nini's Lake Alfred Café, LLC  
148 W Haines Blvd  
Lake Alfred, Florida 33850  
Attn: Sandra Joyner

1.12 Liquor License. Tenant shall be responsible for obtaining and maintaining in good standing, for the entirety of the Agreement Term (Tenant must, at a minimum, begin the process to obtain such licenses upon the commencement of the Agreement Term), any and all permits or licenses required by any governmental authority, including, but not limited to, the Florida Department of Business and Professional Regulation – Division of Alcoholic Beverages and Tobacco, to allow Tenant to dispense and sell alcoholic beverages (to include, at a minimum, beer, wine and liquor) on the Premises and in other areas within or adjacent to the Facility. Tenant shall be responsible for any and all costs and fees whatsoever associated with the procurement or maintenance of said permits or licenses. In accordance with Section 17.2 below, Tenant shall also acquire and maintain certain insurance coverage relating to the dispensation and sale of alcoholic beverages.

## ARTICLE II. EXHIBITS

Certain documents are attached hereto as exhibits (collectively, the "Exhibits"), and the Exhibits, together with all drawings and documents prepared pursuant thereto, are incorporated herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms of the Agreement, the terms and conditions of the Agreement shall prevail. The Exhibits consist of the following:

EXHIBIT A – Site Plan of the Premises

EXHIBIT B – Rules and Policies of the Landlord

EXHIBIT C – Landlord's Inventory

EXHIBIT D – Form of Income Statement

### ARTICLE III. PREMISES

3.1 Premises. The Premises are described in Section 1.1 and depicted in Exhibit A (the Ballroom and other areas of the Facility are not included as part of the Premises, unless specifically provided herein).

3.2 Use and Operation of Premises.

(a) Use of the Premises. The Premises, the Ballroom and other areas of the Facility shall be used only as set forth in Section 1.5 and for such related ancillary uses as are common to a restaurant operation located within a first class golf club resort. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Agreement, the Premises will be open for business in accordance with Section 1.5 throughout the Agreement Term.

All initial menus, merchandise, and prices offered or used by Tenant within or from the Premises shall provide a: (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Tenant shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

Tenant shall also have exclusive rights (except as limited herein) for providing food and beverage service to Landlord's ballroom facility (the "Ballroom") and other areas of the Facility. Landlord shall be permitted to issue certain exceptions to the Tenant's exclusive rights to serve the Ballroom and other areas of the Facility, based on the Landlord's sole and reasonable discretion, in order to accommodate specific resident events and activities. Except as provided herein, the terms of this Agreement shall apply to the Premises (inclusive of the adjacent patio area), the Ballroom and other areas of the Facility for the specified purpose of providing food and beverage service to these areas.

(b) Operating Standards. Tenant shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a first class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Tenant shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants in Central Florida.

(c) Pest and Sanitation Control. Tenant shall retain a professional pest and sanitation control service, as selected by Landlord in its sole discretion, to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Tenant fails to perform its obligations hereunder, Landlord may, at its option and after five (5) days' written notice to Tenant, cause such inspection to be performed and any necessary corrective or extermination work to be performed, and the cost of such inspection and corrective or extermination work shall be paid by Tenant.

(d) Equipment Cleaning. All fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air shall be cleaned by a qualified contractor as frequently as needed to protect against dangerous grease accumulation. Upon Landlord's request, Tenant shall provide proof to Landlord that such cleaning has occurred. If Tenant fails to maintain such exhaust system adequately (as determined in Landlord's sole, reasonable discretion), Landlord may perform such work at Tenant's expense.

3.3 Compliance with Laws. Tenant shall at all times keep and maintain the Premises and all operations related thereto (including food and beverage service to the Ballroom and other areas of the Facility), in compliance in all material respects with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to issue policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Tenant is alleged to have violated any such rule or regulation and Tenant reasonably contests such allegation, Tenant may undertake such actions as it may reasonably elect to legally contest the same, provided Tenant shall first take such measures as may be necessary to fully protect Landlord from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Tenant shall, at its sole expense, maintain the Premises in compliance in all respects with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans With Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The Landlord is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Tenant agrees to fully comply, at its sole expense, with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Landlord.

3.4 Public Records. Any books, documents, records, correspondence or other information kept or obtained by the Landlord or furnished by the Landlord to Tenant in connection with the services contemplated herein and/or Landlord's facilities, and any related records are property of the Landlord. Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information are public records, as defined in Chapter 119, Florida Statutes. Tenant acknowledges and agrees that books, documents, records, correspondence or other information of Tenant related to this Agreement and services contemplated herein may be considered public records, and shall promptly comply with all applicable laws, rules and regulations. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes.

### 3.5 Delivery of the Premises.

(a) Acceptance of the Premises. Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises on the Commencement Date. Tenant has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and Landlord's Inventory (as defined in Section 13.2 and listed in Exhibit C), without limitation, in an "AS IS" condition.

(b) Ownership of Equipment. It is to be understood that all existing equipment and furnishings located on the Premises as of the Commencement Date (including, without limitation, all Landlord's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Tenant, either by Landlord, or by third parties at Landlord's request, are the sole properties of the Landlord. The Tenant shall have temporary charge of the existing equipment, furnishings and fixtures for the duration of the Agreement Term. All equipment, furnishings and fixtures shall be returned to the Landlord at the conclusion, or sooner termination, of the Agreement Term in good working condition and in substantially similar condition as existed at the commencement of this Agreement, reasonable wear and tear excepted, after which none of them may be kept by the Tenant without the express written permission of Landlord.

3.6 Certain Easements In Favor of Tenant. Tenant shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Agreement Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to Landlord's prior approval, Tenant shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Tenant acknowledges that the Landlord is a special purpose government and the Facility is open to the public, including the Premises.

3.7 Certain Easements in Favor of Landlord. Landlord reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of Landlord, Tenant or other tenants of the Facility; provided that any such installation, inspection, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Tenant's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.8 Hazardous Materials and Sewage. Landlord covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Tenant covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Tenant shall give Landlord immediate written notice of any claim received by Tenant from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any

federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum based substances.

Tenant shall not discharge or permit to be discharged into any sanitary sewer system or stormwater system serving the Premises, the Ballroom, the Facility, or any parking lot, roadway, undeveloped area, green space, or the like, any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises (collectively "Waste") shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises. All Waste which is produced in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules, and regulations.

#### **ARTICLE IV. TERM**

4.1 Effective Date; Duration of Agreement Term. This Agreement and the obligations of the parties hereunder shall become effective upon the complete execution of this Agreement by all parties (the "Effective Date"). The Agreement Term shall be as defined and established in Section 1.3 above. At least ninety (90) days prior to the expiration of the Agreement Term, Tenant shall provide written notice to Landlord as to whether Tenant intends to (i) surrender the Premises upon the expiration of the Agreement Term, or (ii) enter into negotiations with the Landlord regarding the extension or renewal of the Agreement. Landlord's receipt of notice that the Tenant desires to negotiate an extension or renewal of the Agreement shall not bind the Landlord in any way, nor shall it preclude Landlord from seeking or negotiating agreements with other potential tenants for the lease of the Premises.

4.2 Surrender of Premises. On or before the last day of the Agreement Term or upon the sooner termination thereof, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Agreement, Tenant may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Agreement Term or earlier termination of this Agreement without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Agreement by such tenant at sufferance shall be Two Thousand Dollars and 00/100 (\$2,000.00) per month in effect immediately prior to the expiration of the Agreement Term or earlier termination of this Agreement. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Agreement.

4.4 Early Termination. Notwithstanding anything to the contrary contained in this Agreement, either party hereto may, without cause but only upon thirty (30) days' prior written notice to the other party, terminate this Agreement at any time during the Agreement Term.



## ARTICLE V. RENT

5.1 Base Rent. Rent shall be as follows, First Year of rental Tenant shall pay zero dollars and no cents (\$0.00) per month as Base Rent to Landlord; Second year of rental, June 1, 2019 through May 31, 2020 (the "Rent Commencement Date") tenant shall pay One thousand dollars and no cents (\$1,000.00) and; Third year of the rental, June 1, 2020 through May 2021, Tenant shall pay one thousand dollars and no cents (\$1,000.00) until the expiration of the Agreement.

5.2 Additional Rent; Definition of "Rent". If Landlord shall make any expenditure for which Tenant is responsible or liable under this Agreement, or if Tenant shall become obligated to Landlord under this Agreement for any sum other than as herein provided, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord within thirty (30) days of Landlord's demand thereof, or at such other time as may be expressly provided in this Agreement for the payment of the same.

For the purposes of this Agreement, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Tenant to Landlord hereunder.

5.3 Late Payments. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. Tenant shall, in addition to a late fee and interest, pay an administrative fee to the Landlord of One Hundred Dollars and 00/100 (\$100.00) for the handling of any check that is not honored due to insufficient funds in the account on which the instrument is drawn.

5.4 No Abatement of Rent. Except as may be expressly provided for in this Agreement, no abatement, diminution or reduction (a) of Rent, charges or other compensation, or (b) of Tenant's other obligations hereunder, shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

5.5 Payment of Rent. Base Rent shall be paid to Landlord on the first day of each month starting on the Rent Commencement Date. All Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. If Landlord shall at any time accept any Rent or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

5.6 Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Agreement, Tenant shall also pay to Landlord, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the

same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

## **ARTICLE VI. TENANT'S FINANCIAL AND SALES INFORMATION**

6.1 Quarterly Income Statements. Tenant shall provide to Landlord quarterly, defined as the months of January, February and March ("Q1"), April, May and June ("Q2"), July, August, and September ("Q3") and October, November, and December ("Q4"), Tenant's unaudited income and expenditure statements, in the form attached hereto as Exhibit D (the "Income Statement"), pertaining to the Tenant's operations for both restaurant and banquet/catering sales during the immediately preceding three (3) months. Tenant shall provide the quarterly Income Statement by the 25th day of the month following for the preceding quarter (Q1 income statements on or before April 25th, Q2 on or before July 25th, Q3 on or before October 25th, and Q4 on or before January 25th). Tenant's failure to submit the required unaudited Income Statements shall constitute a default under the Agreement. Tenant shall also provide to Landlord, from time to time, such other information regarding the operations, business affairs and financial condition of Tenant as Landlord may reasonably request. As required by Section 3.4, Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information related to the business conducted herein are public records, as defined in Chapter 119, Florida Statute. The financial reporting obligations under this section shall be limited to financial information regarding the Restaurant at Lake Ashton and expenses relating to this Agreement. Unless required otherwise by law, Tenant shall not be required to report financial information on other businesses under the same corporate entity unrelated to the Restaurant or this Agreement.

6.2 Point of Sale System and Reports. Tenant agrees to use, to the fullest extent practicable, a point of sale system ("POS System") for all sales and transactions conducted in Tenant's normal course of business. Tenant shall cooperate and coordinate with Landlord to either use Landlord's existing POS System or an alternative POS system (subject to approval of the POS system by Landlord). Tenant shall generate any such reports from the POS System from time to time as Landlord requires or as required by law. Tenant shall not enter into cash sales or other transactions that are not entered into the POS system, unless Tenant obtains prior written approval from Landlord for an exception thereto.

## **ARTICLE VII. UTILITIES**

The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.9 above. Landlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Tenant or entitle Tenant to terminate this Agreement. No such discontinuance, failure or interruption shall entitle Tenant to withhold any payment due under this Agreement.

## **ARTICLE VIII. COMMON AREAS AND PARKING AREAS**

8.1 Definition of "Common Areas". The term "Common Areas" refers to all improved and unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general

use, convenience and benefit of Landlord, Tenant, and their respective customers, patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, plazas, piers, decks, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, fountains and other water elements, service areas, loading docks, vertical circulation facilities, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or adjacent to the Facility, but shall specifically exclude any of Landlord's amenity facilities such as the swimming pool, ballroom, movie theater, activity rooms, sports/fitness facilities, etc.

8.2 Use of Common Areas. Subject to the provisions of this Agreement, Tenant and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by Landlord. Tenant and its employees shall have the right to use the Common Areas for access to the Premises at all times and Tenant's customers shall have such right during all hours that Tenant is open for business. Landlord shall, in a manner consistent with other facilities within Central Florida, keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and repair and maintain (or replace, if necessary) all equipment and facilities thereof.

8.3 Control of Common Areas. Landlord shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Agreement, Landlord shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. Landlord shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto in accordance with Section 8.4. The rights of Tenant with respect to the Common Areas and parking areas shall at all times be subject to the rights of Landlord and the public, as applicable. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and Tenant shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

8.4 Rules and Regulations. Tenant acknowledges that Landlord is a special purpose government, subject to applicable federal, state and local laws and regulations. Landlord may, from time to time, promulgate, amend and require the observance by Tenant and the public rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Rules and Regulations described and defined in Section 28.14 below, and may be amended and/or added by the Landlord from time to time.

8.5 Parking. Landlord shall furnish space for parking by Tenant and its customers and employees on a non-exclusive basis in common with customers and employees of other users and of Landlord. Landlord may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. At all times Landlord shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking. If Tenant or its employees fail to park their cars in the designated areas, Landlord may charge Tenant an amount established from time to time by Landlord per car per day for each day or partial day that any car is parked in any area other than designated parking areas, together with any towing charges incurred by Landlord in removing vehicles from unauthorized locations. All amounts due under this Section shall be payable within ten (10) days after Landlord's demand.

## **ARTICLE IX. MARKETING AND ADVERTISING**

9.1 Tenant Advertising. Beginning on the Commencement Date and continuing for the balance of the Agreement Term, Tenant shall undertake advertising activities to advertise, market and promote Tenant's business conducted at the Premises, subject to provisions of Section 1.5.

9.2 Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the Lake Ashton community), other than those wholly within the Premises, shall be approved in advance by Landlord. Landlord will consider signage (including billboards) after a preliminary design is submitted in keeping with District standards.

9.3 No Use of Name. Tenant will not use or issue any promotional advertising, or other material using Landlord's name without first obtaining Landlord's prior written approval thereof. This provision shall not prevent Tenant from using the name "Nini's Lake Ashton Café", "Nini's Lake Ashton" or a substantially similar variation thereof as the name of the restaurant.

## **ARTICLE X. POSSESSION AND OPERATION OF PREMISES**

Duties and Prohibited Conduct. Tenant shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Landlord, are inconsistent with the image of a community or senior-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of business sale. Tenant shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Tenant shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Premises (unless approved by Landlord in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Agreement or approved by the Landlord in writing: (i) Tenant shall keep no live animals of any kind in the Premises; (ii) Tenant shall not, without prior written approval from Landlord, display or sell merchandise, or place carts,

portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Tenant shall not erect or install any aerial antenna or "dish" (provided other facilities are available at a reasonable cost to Tenant for the reception of programming transmitted via satellite); (iv) Tenant shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Tenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

## **ARTICLE XI. TENANT'S CONDUCT OF BUSINESS.**

11.1 Operating Covenants. Tenant covenants and agrees that it will, throughout the Agreement Term and without interruption (except for approved renovations with scheduled "down time"), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other casualty; and (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 13.1) to service and supply the usual and ordinary requirements of its customers.

Tenant acknowledges that the Facility is intended to provide only first class service and food service for the patrons of the Facility and that Tenant will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Agreement Term, Tenant shall provide the names and contact information of the manager, assistant manager(s) and any other key employees(s) hired by Tenant (or its agents) for its business operations.

Tenant shall pay all bills and costs related to its operation of the Premises as and when they come due, or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Tenant under this Agreement or the continuous operation of the Premises. Tenant's failure to pay or its inability to pay its vendors, shall constitute a default under this Agreement.

Tenant shall insure that the Premises are locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

11.2 Operating Days and Hours. At a minimum, the Tenant shall operate the restaurant 8am to 8pm, 6 days per week; tenant shall be responsible to serve on Sunday's breakfast and brunch; the remaining five days will need to consist of Breakfast, Lunch and Dinner. Tenant may elect to extend restaurant hours and days beyond the aforementioned minimum. Exceptions to this agreement would be for Holidays and Emergencies only. Any other change(s) that would deviate from the minimum days and hours of operation must be brought to the attention of Landlord and voted upon at a Lake Ashton Community Development District board meeting.

11.3 Personnel Dress Code. The Tenant shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times that conform to safe work practices and the proper professional work environment for a similarly quality restaurant in Central Florida. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, as reasonably determined by the Landlord, shall be strictly prohibited.

11.4 Patron Dress Code. The Tenant shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. Patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. Tenant may establish a more stringent patron dress code suitable for the Premises if Tenant deems such necessary or prudent.

11.5 Personnel Background Checks and Conduct. Tenant shall obtain, or cause to be obtained, at its own cost for each individual Tenant employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Tenant's industry for a high quality clubhouse restaurant. Tenant shall maintain a copy of said background check on file so long as the subject individual remains in Tenant's employ, and Tenant shall make all background checks available for Landlord's review upon request. The Tenant shall enforce strict discipline and good order among its employees on the Premises.

11.6 Change of Trade Name. Tenant may elect to change the trade name associated with the operation of the restaurant business on the Premises, but Landlord's prior written approval of any such change or use of an alternate trade name shall be required before Tenant institutes such change or use.

## **ARTICLE XII. TENANT'S EQUIPMENT MAINTENANCE OBLIGATION**

12.1 Equipment Maintenance Obligations. Tenant shall operate and maintain, in a commercially reasonable manner, any and all of Landlord's kitchen and/or bar equipment including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers and hood systems (the "Major Equipment"). In addition, Tenant shall, within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into preventative maintenance contracts providing for periodic inspection and preventative/corrective maintenance or repair of the Major Equipment (with copies of such contracts being provided to Landlord), which contracts Tenant shall keep in force during the entirety of the Agreement Term. Said preventative maintenance contracts shall provide for inspection, cleaning, and service of ice machines no less than once every six months, and for inspection and service of all other Major Equipment no less than once every twelve months. Tenant shall be responsible for all costs and expenses associated with the maintenance and repair of the Major Equipment unless it is determined, in Landlord's reasonable discretion, that repairs to a certain piece or pieces of Major Equipment are not feasible or that such piece or pieces of Major Equipment are beyond reasonable repair. If Landlord makes such a determination, and a piece or pieces of Major Equipment need to be replaced, the Landlord shall do so at its expense. Tenant shall also, within thirty (30) days of the beginning of the Agreement Term and at Tenant's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises.

## **ARTICLE XIII. PERSONAL PROPERTY**

13.1 Tenant's Personal Property. All of Tenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such

Personal Property shall remain the property of Tenant. Provided Tenant has not failed to timely cure an Event of Default, Tenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Agreement is still in effect Tenant shall immediately replace the same with similar Personal Property of comparable or better quality. At Landlord's option, Landlord may require Tenant to remove any and all Personal Property from the Premises upon the expiration of the Agreement. Tenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

13.2 Landlord's Personal Property. Landlord currently owns and keeps on the Premises various items of personal property, a list of which is attached hereto as Exhibit C ("Landlord's Inventory"). By executing this Agreement, Tenant specifically acknowledges that Exhibit C is a complete and accurate list of Landlord's personal property located or kept on the Premises. Landlord's Inventory is and shall at all times remain property of the Landlord. Landlord's Inventory list shall be updated at the conclusion or earlier termination of the Agreement Term hereunder, and Tenant shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

#### **ARTICLE XIV. ALTERATIONS AND IMPROVEMENTS**

14.1 Tenant's Alterations. At Tenant's own expense, and after receiving prior written approval from Landlord (which may be granted or withheld in Landlord's sole discretion), Tenant may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Tenant may find desirable or convenient for its purposes, provided that the value of the Premises is not thereby diminished. Tenant shall reimburse Landlord for all out-of-pocket costs and expenses (including any architect and/or engineer fees) Landlord incurs in approving or disapproving Tenant's plans for Alterations.

14.2 Tenant's Construction Requirements. All Alterations, after receiving Landlord's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and Landlord may require that such Alterations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by Landlord, shall be submitted to Landlord for its approval prior to commencement of the work, in accordance with such procedures as Landlord shall reasonably specify. Upon the expiration or earlier termination of this Agreement, such Alterations (unless they comprise Personal Property) shall not be removed by Tenant but shall become a part of the Premises. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Premises of any other tenant in the Facility.

#### **ARTICLE XV. CONTRACTORS' OR MECHANICS' LIENS**

15.1 Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, within twenty (20) days following written notice from Landlord, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord

harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Tenant shall fail to comply with the foregoing provisions of this Section 15.1, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by Landlord in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Tenant shall thereupon furnish Landlord with a written instrument of release in form for recording or filing in the appropriate office of land records of Polk County, Florida, and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Tenant may, at its option, contest the validity of any lien or claim of lien if Tenant shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Tenant shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Tenant shall, at its own expense, defend the interests of Tenant and Landlord in any and all such suits (with Tenant selecting counsel for the handling of such defense, subject to Landlord's reasonable approval); provided, however, that Landlord may, at its election, engage at its own expense its own counsel and assert its own defenses, in which event Tenant shall cooperate with Landlord and make available to Landlord all information and data which Landlord deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. Prior to commencement by Tenant of any work on the Premises which shall have been previously permitted by Landlord as provided in this Agreement, Tenant shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the public records of the Polk County, Florida, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice



of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording or filing thereof, as aforesaid.

## **ARTICLE XVI. REPAIRS AND MAINTENANCE**

16.1 Tenant's Obligations. In addition to Tenant's equipment maintenance obligations contained in Article XII, Tenant shall at all times repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and Landlord's Inventory. All replacements made by Tenant in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed. Tenant shall also keep, or cause to be kept, the Premises in a neat, clean and orderly condition through the provision of janitorial services as required by Section 1.11. Any non-compliance with Tenant's obligations hereunder, determined at Landlord's sole and reasonable discretion, shall be remedied at Tenant's sole expense.

16.2 Landlord's Obligations. Subject to Sections 8.3 and 16.1, Landlord shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by Tenant), pipes, conduits, equipment (including air conditioning), components and facilities that supply the Premises with utilities installed by Landlord (except as the appropriate utility company has assumed these duties); provided that Landlord shall not be required, and Tenant shall be required, to make repairs necessitated by reason of: the gross negligence or willful misconduct of Tenant and its employees and agents; or improvements to the Premises made by Tenant's contractors and service providers who are separately insured. Landlord shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Agreement expressly provides.

16.3 Right to Enter. Tenant shall permit Landlord or its authorized representatives, upon reasonable notice (except in the case of an emergency or threatened emergency or a default or threatened default under this Agreement in which case no notice shall be required), to enter the Premises at any time to inspect the same, perform periodic inspections to insure compliance under 16.1, to perform its duties under Section 16.2, and to perform any work therein that Landlord may reasonably deem necessary. No exercise by Landlord of any rights reserved in this Section 16.3 shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. Landlord will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

16.4 Landlord's Liability. Landlord shall be liable for failure to keep the Premises in repair, provided Landlord is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. Landlord shall also be liable for its gross negligence or willful misconduct in performing any repairs that Landlord undertakes hereunder. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Agreement by reason of the condemnation or

destruction of the Premises in accordance with the provisions of this Agreement; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant.

16.5 Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Tenant or owner thereof and Landlord shall not be liable for any damage to said personal property or to the Tenant arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

## **ARTICLE XVII. INDEMNITY; INSURANCE**

17.1 Indemnity. Except to the extent that the acts, omissions and other conduct of Landlord contribute to its loss or damage, as hereinafter described, Tenant shall defend, insure, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (ii) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Agreement to be conducted thereon, thereat, therein, or therefrom; (iii) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (iv) any contamination of the Premises, or the groundwater's thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Tenant or by any agent or invitee of Tenant; (v) any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (vi) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's obligations under this Section 17.1 arising prior to the termination of this Agreement shall survive any such termination.

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

17.2 Tenant's Insurance Obligation. Tenant will throughout the Agreement Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and in the form hereinafter provided for:

(a) Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Tenant arising from this Agreement.

(b) Excess Liability Insurance. Tenant shall also carry and maintain umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

(c) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$100,000.00 each employee, \$100,000.00 each accident, and \$500,000.00 policy limit.

(d) Liquor Liability/Dram Shop Insurance. Tenant shall provide liquor liability insurance in amounts of not less than those described in subsection 17.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord in connection with any such sales, service or consumption of alcoholic beverages.

(e) Other Insurance. In addition, Tenant shall, at Landlord's request, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Agreement to be conducted by Tenant on the Premises.

(f) Form of Policies. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A-7" in Best's Key Rating Guide, or as otherwise acceptable to the Landlord. All such policies (except to the extent inconsistent with the type of policy) shall contain cross-liability endorsements and shall name Landlord, and such additional individuals or entities as Landlord shall from time to time reasonably designate, as "Additional Insureds." Executed copies of such policies of insurance or certificates thereof shall be delivered to prior to the commencement of this Agreement and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy. If the Tenant fails to take out or to keep in force any insurance referred to in this Article XVII, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Agreement. The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Notwithstanding the foregoing, Tenant may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed \$15,000 per incident, without Landlord's prior written consent. Tenant shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

## ARTICLE XVIII. RECONSTRUCTION

18.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by Landlord's insurance:

(a) Repair of Damage. As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, Landlord shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect; or

(b) Damage Near End of Term. In the event of partial or total destruction of the Premises during the last one (1) year of the Agreement Term, Landlord and Tenant shall each have the option to terminate this Agreement on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 18.1, should the subject repairs have a material adverse impact upon the ability of Tenant to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such eighteen (18) month period, Tenant may at its option elect to terminate the remaining Term of this Agreement on the basis set forth in Section 18.5.

18.2 Uninsured Casualty. If the Premises are damaged by any casualty not covered by the insurance or self-insurance that Landlord is required to maintain, Landlord shall have the election, and shall, within one hundred eighty (180) days following the date of such damage, give Tenant notice of Landlord's election to either: (i) to commence Reconstruction of that portion of the Premises and prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Agreement shall cease and terminate not later than sixty (60) days after Landlord's notice of its election to terminate.

18.3 Release of Liability. Upon any termination of this Agreement under any of the provisions of this Article XVIII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations which have theretofore accrued and are then unpaid. In the event of termination, Landlord and Tenant shall share in the proceeds from Tenant's insurance (including deductibles) maintained pursuant to Section 17 as their respective interests may appear.

18.4 Abatement of Rent. In the event of Reconstruction of the Premises as herein provided, Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent, Taxes, Overhead Charges and Additional Rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Improvements, Personal Property, the building of which the Premises are a part, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement

18.5 Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVIII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33-1/3%) of the Premises' full replacement cost as of the date of destruction, Landlord shall have the right to terminate this Agreement by giving notice of such termination to Tenant within ninety (90) days after such destruction.

## **ARTICLE XIX. MORTGAGES AND SUB-LEASING**

### **19.1 Prohibitions.**

(a) Mortgages. Tenant shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

(b) Sub-leasing. Tenant shall not sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

## **ARTICLE XX. SECURITY DEPOSIT**

20.1 On or before the Effective Date, Tenant shall deposit with Landlord the sum specified in Section 1.6 as the Security Deposit hereunder. The Security Deposit shall be held by Landlord without liability for interest as security for the full and faithful performance by Tenant of all its obligations under this Agreement. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent.

20.2 If any of the Rent herein reserved or any other sum payable by Tenant to Landlord shall be overdue or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its other obligations under this Agreement, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire Security Deposit to the sums then due or past due from Tenant. Should Tenant comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Tenant to Landlord, said Security Deposit shall be refunded in full to Tenant no later than thirty (30) days after Tenant has surrendered possession of the Premises to Landlord at the expiration or earlier termination of Agreement Term. If Landlord claims deductions against the Security Deposit, Landlord shall return any remaining portion to Tenant within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

## **ARTICLE XXI. DEFAULTS BY TENANT; REMEDIES**

21.1 Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Agreement:

(a) If Tenant shall fail to pay, when due, any Rent or portion thereof, or any other sum or amount due to Landlord from Tenant hereunder, and such failure shall continue for a period of five (5) days after the date on which Landlord provides written notice to Tenant thereof.

(b) If Tenant shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Agreement, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord or, if such non-monetary default cannot reasonably be accomplished within fifteen (15) days, Tenant shall have a reasonable period of time to cure such default, provided the cure is commenced within said fifteen (15) day period and is thereafter aggressively pursued to completion by Tenant.

(c) If Tenant ceases the actual and continuous operation of the business contemplated by this Agreement to be conducted by Tenant upon the Premises (unless such cessation in operation is permitted pursuant to the terms of this Agreement). Any permitted cessation of business operations for a period exceeding five (5) days, without prior written approval of Landlord, shall constitute an Event of Default

(d) If, at any time during the Agreement Term, Tenant files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Agreement Term, there is filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant is not dismissed within sixty (60) days following the commencement thereof.

(e) If Tenant's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

21.2 Remedies on Default. If any Event of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a) Landlord may, pursuant to written notice thereof to Tenant, terminate this Agreement and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Agreement, recover immediately from Tenant any and all Rent and other sums and damages due or in existence at the time of such termination, including, without limitation: (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any re-letting or attempted re-letting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys'

fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) Landlord may, pursuant to any prior notice required by law and without terminating this Agreement, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to re-let the same or any part or parts thereof and re-let or attempt to re-let the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Agreement Term), at such rents and upon such other terms and provisions as Landlord, in its sole but reasonable discretion, may deem advisable. If Landlord re-lets or attempts to re-let the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or sub-tenant is acceptable to Landlord. Upon any such re-letting, all rents received by the Landlord from such re-letting shall be applied (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such re-letting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such re-letting, (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents and other sums as the same may become due and payable hereunder. If the rents received from such re-letting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent and other sum shall otherwise become due under this Agreement, or, at the option of Landlord, at the end of the Agreement Term. In addition, Landlord shall be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Agreement other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Agreement unless a written notice of such intention shall be given to the Tenant or unless the termination of this Agreement be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and re-letting or attempted re-letting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Agreement or pursue any other remedy available to Landlord for Tenants previous breach of or default under this Agreement.

(c) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Agreement, taking into account that Tenant's right and option to pay the Rent hereunder in any particular year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Agreement, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Agreement Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to

Landlord hereunder, including without limitation damages for breach or default of Tenants obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Agreement shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration, as such aggregate sum then reduced to its net present value and which sum shall be offset by the net rents which can then be reasonably anticipated to accrue to Landlord during the balance of the Agreement Term by the exercise of commercially reasonable efforts by Landlord to re-lease the Premises following such termination. Landlord may then proceed to recover and collect all such net sums so sued for from Tenant by distress, levy, and execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subparagraph (c), Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord pursuant to this Agreement, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Agreement. In addition to the remedies hereinabove specified and enumerated, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Agreement of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Agreement, even before the expiration of any notice periods provided for in this Agreement, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Agreement and in the Premises.

21.3 Landlord May Cure Tenant Defaults. If there is an Event of Default by Tenant in the performance of any term, provision, covenant or condition on its part to be performed hereunder, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum, or sums, together with interest thereon at the highest rate allowed under the laws of the State of Florida, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefore, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

21.4 Landlord's Lien. Landlord shall have at all times during the Agreement Term a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent all other sums then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having



such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for Rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time during the Agreement Term such financing statements as may be required by Landlord in order to perfect the Landlord's lien provided herein or by law. Notwithstanding the foregoing, except to the extent expressly granted in Section 21.5, Landlord's lien for Rent shall not extend to intangibles, memorabilia or proprietary properties utilized in the business operated by Tenant from the Premises and shall be subordinate to any purchase money security interest granted by Tenant in the personal property utilized by Tenant in the operation of the business in the Premises.

21.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

## **ARTICLE XXII. DEFAULTS BY LANDLORD; REMEDIES**

If Landlord neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Agreement on its part to be performed or observed within thirty (30) days after Landlord's receipt of written notice from Tenant of default or, when more than thirty (30) days shall be required to cure the default, if Landlord shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

## **ARTICLE XXIII. EMINENT DOMAIN**

23.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Agreement to be conducted thereon, therein or therefrom so as to effectively render the Premises un-tenantable, then this Agreement and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

23.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises are not effectively rendered un-tenantable, then the Landlord and the Tenant shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Agreement shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

## **ARTICLE XXIV. SALE OR MORTGAGE BY LANDLORD**

Tenant agrees that Landlord may at any time, sell or convey Landlord's interest in and to the Facility, or any part thereof, and Tenant consents to Landlord's assignment (or other conveyance) of its interest in this Agreement to a new property owner or other interest holder. From and after a sale or other conveyance of Landlord's interest in and to the Facility, or any part thereof, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Agreement, including liability for any act, occurrence or omission of the successor Landlord occurring after such sale.

## **ARTICLE XXV. ATTORNMEN**

Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Agreement, to any successor of the interest of Landlord under this Agreement for the balance of the Agreement Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Agreement, subject, however, to all of the terms and conditions of this Agreement. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance Rents which may have been paid by Tenant to Landlord for more than the current period in which such Rents come due.

## **ARTICLE XXVI. QUIET ENJOYMENT**

Landlord agrees that Tenant, upon paying the rent and performing the terms, covenants and conditions of this Agreement, may quietly have, hold and enjoy the Premises from and after Landlord's delivery of the Premises to Tenant in accordance with Section 3.5 until the end of the Agreement Term, subject to the other provisions of this Agreement.

## **ARTICLE XXVII. NOTICES AND CONSENTS**

All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Agreement shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. Landlord and Tenant may, from time to time by written notice to the other, designate another place for receipt of future notices.

## **ARTICLE XXVIII. MISCELLANEOUS**

28.1 Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance

of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Agreement by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

28.2 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Rent (except as provided in Section 18.4) or excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy or avoid such event.

28.3 Landlord Calculations, Determinations and Requirements. Whenever this Agreement contemplates that Landlord will make particular determinations, calculations, specifications, requirements, estimates or the like with respect to amounts payable by Tenant, Landlord shall make such determinations, including the amount, allocation, proration and composition of charges and expenses, in a reasonable and equitable manner and acting in good faith.

28.4 Failure to Give Consent. If Landlord or Tenant improperly fails to give any consent or approval referred to in this Agreement, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Agreement, but in no event shall Landlord or Tenant be responsible in monetary damages for such failure to give consent.

28.5 Reasonableness. Except where expressly provided to the contrary in this Agreement, whenever this Agreement provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Agreement, however, in which either Landlord or Tenant may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on Landlord and Tenant in connection with other provisions of this Agreement, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that Landlord or Tenant, where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

28.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord or any other person or entity (including Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

28.7 Severability; Construction of Provisions. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.8 Warranties. Tenant is a limited liability company and the person or persons executing this Agreement on behalf of Tenant hereby covenant and warrant as of the Effective Date that: (i) such limited liability company is duly established in and qualified to do business in the State of Florida; (ii) such limited liability company has paid all applicable franchise and other taxes; (iii) such entity will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws; (iv) the signing party to this agreement is authorized to sign for the entity.

Landlord warrants that fee simple title to the real property on which the Facility is located is vested in Landlord as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Tenant to utilize the Premises in a manner consistent with this Agreement.

28.9 Entire Agreement. This Agreement supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Agreement. Phrases such as "including" and "for example" shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

28.10 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Agreement for which time is a factor.

28.11 Access. Landlord and Landlord's agents shall have the right, upon reasonable notice to Tenant (except in the case of an emergency or threatened emergency or a threatened default under this Agreement, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that Landlord shall attempt to minimize interference with Tenant's business. Tenant shall have access to the Premises twenty four (24) hours per day, seven days per week.

28.12 Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Agreement, in any adversary proceeding, and in the preparation and filing of any proof of claim.

28.13 Brokers. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Agreement. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Agreement.

28.14 Rules and Regulations. Landlord shall, at its discretion, implement and modify from time to time during the Agreement Term rules and regulations governing the conduct of persons while at the Premises and the Facility (the "Rules and Regulations"), with which Rules and Regulations Tenant will comply. Included within the Rules and Regulations may be, without limitation, provisions relating to employee and visitor parking and access to the Premises, employee grooming, behavior and wardrobe standards and minimum and maximum hours of operation. Attached as Exhibit B are the current Rules and Policies of the Landlord. In the event of a conflict between the Rules and Regulations and this Agreement, the provisions of the Rules and Policies shall prevail.

28.15 Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.

28.16 Fire Extinguishers. Tenant shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain an annual service contract on extinguishers during the Agreement Term (including renewal options).

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

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

28.19 Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Tenant is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon

that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.

28.20 Affidavit of Arms Length Transaction and Absence of Relationship Between Parties. The Parties to this Agreement agree and affirm this is an arms length transaction. Neither Party to this Agreement is a family member, business associate, or shares a business interest (other than the Agreement described hereunder) with the other Party. The Parties further agree and acknowledge that Tenant does not have any role or relationship with or through the Landlord which would limit the ability of Landlord to exercise its rights under the Agreement.

*[Signature page to follow]*

**SIGNATURE PAGE TO RESTAURANT MANAGEMENT CONTRACT AND LEASE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

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

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

**LANDLORD:**

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

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

Print: \_\_\_\_\_  
Chairman/Vice-Chairman

**WITNESSES:**

X \_\_\_\_\_

Print: \_\_\_\_\_

X \_\_\_\_\_

Print: \_\_\_\_\_

**TENANT:**

**NINI'S LAKE ALFRED CAFÉ, LLC,** a Florida  
limited liability company

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

Print: \_\_\_\_\_

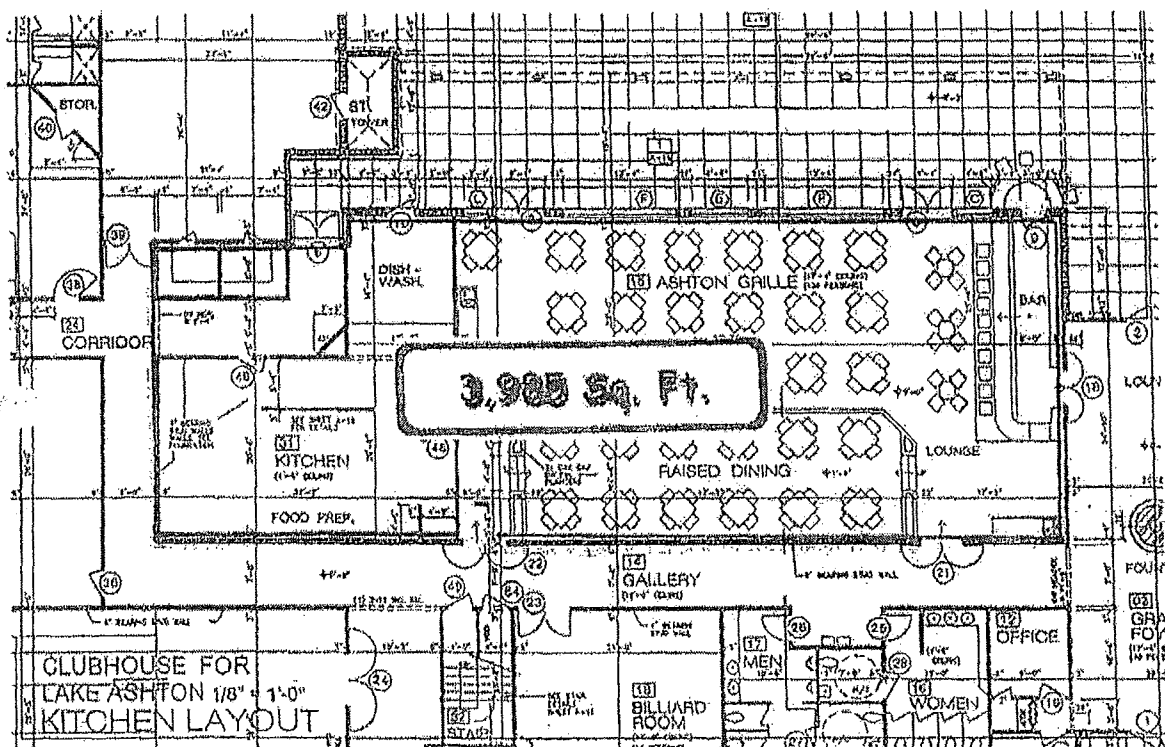
Title: \_\_\_\_\_

**EXHIBIT A**

**SITE PLAN OF THE PREMISES**

*("Premises", inclusive of Patio area)*





**EXHIBIT B**

**RULES AND POLICIES OF THE LANDLORD**

*[See attached]*

**EXHIBIT C**

**LANDLORD'S INVENTORY**

*[See attached]*

**EXHIBIT D**

**FORM OF INCOME STATEMENT**

*[See attached]*

## Income Statement

## Fire at Lake Ashton Quarter:

## Revenue

- Restaurant Food Sales
- Restaurant Wine Sales
- Restaurant Beer Sales
- Restaurant Liquor Sales
- Catering Food Sales
- Catering Wine Sales
- Catering Beer Sales
- Catering Liquor Sales
- Gift Card Sales
- Gross Sales

[illegible]

### Cost of Goods Sold

Food Costs  
Wine Cost  
Beer Cost  
Liquor Cost  
**Cost of Goods Sold**


**Gross Profit (Loss)**

\_\_\_\_\_

## Expenses

- Advertising and Promotion
- Music and Entertainment
- Pest Control
- Kitchen/Equipment Repairs and Maintenance
- Utilities
- Dues and Subscriptions
- Insurance
- Legal and Professional Fees
- Licenses and Fees
- Miscellaneous
- Office Equipment/Expense
- Payroll Processing
- Payroll Taxes
- Payroll Wages
- Uniforms
- Rent
- Supplies
- Linens

[illegible]**Total Expenses**

### Net Operating Income

0

### Inventory Surplus - April 13, 2018

Item
60" Southbend Flat Top/stove (6 eyes)
12 - Fry Pan - Natural Finish - 10" Wear-Ever Aluminum
14 - Fry Pan - Natural Finish - 14" Wear-Ever Aluminum
30 - Fry Pan - Natural Finish - 8" Wear-Ever Aluminum
42 - Fry Pan-Natural Finish - 12" Wear-Ever Aluminum
Pot - 10 Quart
Pot - 1-1/2 Quart
Pot - 22 Quart
Pot - 2-3/4 Quart
Pot - 3 Quart
Pot - 48 Quart
Pot - 60 Quart
2 - Pot - 8 Quart
Pot - Bain Marie - 3.5 quart
3 - Pot - Bain Marie Stainless Steel - 2 quart



### **Community Director's Report**

#### **Lake Ashton CDD District Manager Lake Ashton CDD Board of Supervisors April 2018**

#### Ashtonliving.net, Lakeashtonweddings.com & Lake Ashton Weddings & Special Events on Facebook

- March 1 – March 31 website usage: 11,395 total visits, averaging about 368 visits per day with 43,681 total page views averaging about 1,409 page views per day. Top pages: classified listings, news article list, and resident directory.
- Lakeashtonweddings.com visits: in March there were 293 visits. Lake Ashton Weddings Facebook page now has 331 likes.

#### Monday Coffee

- Featured speakers in the upcoming weeks include Winter Haven Charity Challenge, Bok Tower, Family Elder Law, City of Lake Wales Main Street and more.
- There will be a free pancake breakfast for residents at Monday Coffee on April 16.

#### LA Times

- Revenue collected for the March newsletter is \$7,352.
- The May edition of the newsletter will be released and distributed April 30.

#### Activities & Resident Services

- A new initiative featuring Lake Ashton artists and photographers is underway. There is a rotating exhibit in the hallway near the Bowling Alley. Eloise Wilson is the featured artist for April. Her exhibit will be up until May 15.
- Upcoming activities and special events set up by staff include Bloodmobile Blood Drive, Blood Pressure & Glucose checks, technology classes, Wine and Jazz Night, Johnny Wild and the Delights, Great Gatsby Celebration, Alter Eagles, Sugar Sand Festival day trip, Space Coast day trip, Barbara Lee Riverboat Cruise, Chat & Chew movies/educational seminars, Jewish Learning Institute classes, Think & Drink, Mr. Canoe movie screening and discussion, and more.
- There is a shredding event scheduled for April 23, sponsored by Henderson Sachs as a resident service.
- There is a Fitness Center Orientation hosted by Lake Wales Medical Center on April 26.
- Clubhouse staff and activities desk volunteers collected \$ 2,458 for LACDD special event revenue.
- In March, Clubhouse staff and activities volunteers collected about \$13,079 for day trips, LA Belles, Pet Co-Op, LAVA enjoyment books, BOLLA, Eastside Winers and Diners, Taste of Buffalo, Passover Seder, LAPAC Community Showcase, and Homeless Graduating Seniors.

- New Resident Orientation is scheduled at the Clubhouse April 18 (Carol Pontious), and June 13 (Borden Deane).
- Ten (10) households received new resident information and an invitation to upcoming orientation.
- Staff has met with Small World Tours to plan trips for the 2018 calendar year. Trips scheduled for March – December 2018 were released at Monday Coffee January 15. April (Sugar Sand Festival), June (Barbara Lee Luncheon Cruise), September (Key West), October (Mt. Dora), November (Yacht Starship), December (Henry B Plant Victorian Stroll).
- Staff is collaborating with Theatre Winter Haven (TWH) to present three shows during the summer at Lake Ashton. Two showtimes (5 pm and 8 pm) will be available for the following shows: May (Johnny Wild and the Delights), June (Great Gatsby Celebration) and July (Alter Eagles).
- Staff is looking into the feasibility of a food truck rally at Lake Ashton in April and/or May.

#### Room Rental

- The Ballroom was rented out seven (7) times in March; a report is attached. Rental revenue is \$4,200.
- In March twenty-two (22) inquiries came in for Ballroom rental.
- About 318 cars entered to attend Bingo in March.

#### Restaurant

- Fire at Lake Ashton's last day of business was Friday, March 9. They vacated the property on Wednesday, March 15. A damage deposit of \$8,000 is on file.
- A comprehensive inventory was conducted on Wednesday, March 15. No significant shortages were found and all small wares acquired in FY 2017 were accounted for.
- A facility walk-through was conducted on Wednesday, March 15. Staff was directed by the Board during the March meeting to obtain quotes to correct any deficiencies found. Kitchen, Bar and Dining Room carpet cleaning quotes will be distributed for Board consideration under separate cover. The quotes approved will be deducted from the deposit on file and the remainder will be refunded to BA Enterprises via check.
- Nini's Café of Lake Alfred, LLC dba Nini's Café met with staff and Supervisor Deane on March 29 to discuss equipment needs and corrections, restaurant and catering menus, obtaining a liquor license, and time that will be spent at Lake Ashton. Quotes for additional equipment will be distributed for Board consideration under separate cover. In regards to a catering menu, they prefer to do specialized menu planning for each group based on their needs and will provide a price based on individual menus. They are predicting it will take approximately 45 days to obtain their liquor license and hope to start operating solely at Lake Ashton around this time. Reference, background and credit checks are complete and have been cleared by staff.
- Staff and Supervisor Deane met with Nini's Café, Lake Wales Fire Marshall and Sunstate Fire Suppression Specialist on Thursday, April 6 to review the set-up of the cooking line. Staff is in the process of evaluating what needs to take place to accommodate the set-up of the cooking line that is requested by Nini's Café Kitchen Manager.



### Security, Guest Registration, & Public Safety

- LACDD BOS approved adding bulk text and voice services to the website hosting platform for the purpose of distributing public safety messages. An agreement is in the process of being executed by the HOA (LW).
- The pool emergency phone was tested weekly in March and is operational.
- A seasonal pool security officer(s) is scheduled seven days a week during peak pool use hours. The pool was staffed weather permitting in March.
- Thompson Nursery Road Security Officers processed 7,824 guest vehicles in March.
- Three (3) boats were processed with permission.
- The Resident Photo Identification Card program is operational. Identification cards are being processed: Tuesdays, 9:30 – 11 am, Wednesdays, 3 – 5 pm, and Thursdays, 3 – 5 pm. All residents should have a Photo Identification Card to purchase tickets, register guests and utilize LACDD amenities.
- A Public Safety meeting is being scheduled for the month of April.

### Capital Projects & Other Updates

- A communication intern from Warner University is working Tuesdays and Thursdays in the Communication Specialist's office for the Spring 2018 semester.
- A certified letter has been sent to recent non-residents utilizing district amenities informing them that if found at any LACDD amenities without proper authorization the City of Lake Wales Police Department will be contacted and they will be trespassed.
- After Hurricane Irma, LACDD had hurricane property damage to below areas:

Clubhouse: roof and soffit, patio shade awning, patio wall (exterior paint)

Pavilion: roof

Property in the Open: Berwick gate, exterior fencing (on TNR and Olsen Road), trees, landscaping, stop signs, street signs, speed limit signs, and Lake Ashton lake bank.

Jurin Roofing completed roof construction on the Clubhouse and Pavilion roofs. During roof installation, the patio shade awning was removed. This project is covered by insurance (there is a deductible for the Clubhouse). The repaired shade awning was reinstalled on February 14 until a decision is made regarding a hard roof structure.

At the December BOS meeting, staff was asked to gather an estimate for a hard roof to replace the restaurant patio shade awning. In February, staff met with three (3) contractors and it was determined that the current structure is not able to support anything other than what is currently installed. It was unanimously determined that an engineer would need to review the area to make a recommendation on a structure that will effectively support a hard roof structure to move forward with obtaining quotes. Staff is trying to locate quotes that may have previously been obtained in 2004. If found, staff will get updated pricing and report to the Board.

Staff presented a proposal for 400' of Lake Ashton lake bank restoration due to erosion problems caused by Hurricane Irma. Erosion and vegetation expenses are not covered by insurance. The proposal was approved at the December BOS meeting. Staff has notified the vendor of the approval and is working on obtaining the required permits to move forward with the project.

- The 2017 LACDD Feedback Survey was released electronically to 1,369 electronic mail addresses. A report outlining feedback is available on [ashtonliving.net](http://ashtonliving.net).
- LACDD and LAICDD Community Directors met on February 9 to determine ways of unifying LACDD and LAICDD operations. Ticketing for events at the Clubhouse and HFC, Singular communication via [ashtonliving.net](http://ashtonliving.net), scheduling software, new resident orientation/new resident social, and Monday Coffee were discussed. Staff is looking into software programs that will allow for tickets to be purchased at the Clubhouse and HFC. Clubhouse staff is going to evaluate the scheduling software utilized at the HFC to determine if it is an effective option for current Clubhouse operations. It was determined the new resident social and new resident orientation are both valuable resident resources and staff for both districts have agreed to be present at each event. Monday Coffee is now hosted by both Community Directors at the Clubhouse.
- Staff completed (8) facility maintenance forms/repair requests in March.
- The approved meeting schedule for FY2018 is now posted on [Ashtonliving.net](http://Ashtonliving.net). The Board is scheduled to meet May 11, June 8, July 13, August 10, and September 14 at 9 a.m. in the Clubhouse Ballroom.
- TECO has approved the three remaining street light accounts to be switched to single fixture LED ahead of the agreement expiration date with no financial penalty. Installation began on January 25 and there is only one remaining area to be completed. Staff has reached out to TECO to determine when credits will be issued and is awaiting confirmation.
- For fiscal year 2018 capital projects, employees are actively gathering proposals for an automatic pool vacuum, window replacement in the Ballroom, and Fitness equipment. Estimates for the refurbishment of the pool and patio fence panels have been gathered from two vendors. Once staff receives the third quote, all will be presented to the Board for approval.

**Ballroom Rental Fee Report**

From: 3/1/18 - 3/31/18

Meeting Room: Grand Ballroom

<b>Meeting Date</b>	<b>Meeting Title</b>	<b>Room Fee Collected</b>
3/1/2018	Line Dancing	\$0.00
3/1/2018	LAPAC Rehearsal	\$0.00
3/1/2018	Shufflin' Squares Dance	\$0.00
3/2/2018	Parkinson's Support Group	\$0.00
3/2/2018	Fine Arts & Photography Show Set-up	\$0.00
3/3/2018	Fine Arts & Photography Show	\$0.00
3/4/2018	LAPAC	\$0.00
3/5/2018	Monday Coffee	\$0.00
3/5/2018	Bingo	\$400.00
3/6/2018	Talent Show Practice	\$0.00
3/6/2018	Line Dancing	\$0.00
3/7/2018	Yoga	\$0.00
3/7/2018	LAPAC Dance Practice	\$0.00
3/7/2018	LA (LW) HOA BOD Meeting	\$0.00
3/8/2018	Trash to Treasure Sale Set Up	\$0.00
3/9/2018	Trash & Treasure Resident Gala	\$0.00
3/10/2018	Trash & Treasure Sale	\$100.00
3/11/2018	Community Potluck	\$0.00
3/12/2018	Monday Coffee	\$0.00
3/12/2018	Bingo	\$400.00
3/13/2018	Talent Show Practice	\$0.00
3/13/2018	Line Dancing	\$0.00
3/14/2018	Yoga	\$0.00
3/14/2018	Women's Bible Study	\$0.00
3/14/2018	LAPAC Dance Practice	\$0.00
3/15/2018	Line Dancing	\$0.00
3/15/2018	LAPAC Rehearsal	\$0.00
3/15/2018	Shufflin' Squares Dance	\$0.00
3/16/2018	NY Bee Gees	\$0.00
3/17/2018	Shufflin' Squares Special Dance	\$0.00
3/18/2018	LA Democratic Club	\$0.00
3/18/2018	LAPAC Rehearsal	\$0.00
3/19/2018	Monday Coffee	\$0.00

**Ballroom Retal Fee Report**

From: 3/1/18 - 3/31/18

Meeting Room: Grand Ballroom

<b>Meeting Date</b>	<b>Meeting Title</b>	<b>Room Fee Collected</b>
3/19/2018	HOA Round Table	\$0.00
3/19/2018	Bingo	\$400.00
3/20/2018	Talent Show	\$0.00
3/20/2018	Line Dancing	\$0.00
3/21/2018	Yoga	\$0.00
3/21/2018	Health Fair	\$0.00
3/21/2018	Lake Wales Medical Center Awards	\$1,250.00
3/22/2018	Line Dancing	\$0.00
3/22/2018	LAPAC Rehearsal	\$0.00
3/22/2018	Square Dance Lessons	\$0.00
3/23/2018	LA (LW) CDD Meeting	\$0.00
3/23/2018	Taste of Buffalo	\$0.00
3/24/2018	Ethan Bortnick	\$0.00
3/25/2018	LAPAC Rehearsal	\$0.00
3/26/2018	Monday Coffee	\$0.00
3/26/2018	Bingo	\$400.00
3/27/2018	Talent Show Practice	\$0.00
3/28/2018	Yoga	\$0.00
3/28/2018	Think and Drink	\$0.00
3/29/2018	Line Dancing	\$0.00
3/29/2018	LAPAC Rehearsal	\$0.00
3/29/2018	Square Dance Lessons	\$0.00
3/30/2018	LAPAC Dance Practice	\$0.00
3/30/2018	Strawberry Shortcake Social	\$0.00
3/31/2018	Rodgers/Wood Wedding	\$1,250.00
<b>Total</b>		<b>\$4,200.00</b>

**Lake Ashton Community Development District**  
135 W Central Blvd. Suite 320, Orlando Florida 32801

# Memorandum

**DATE:** April 13, 2018

**TO:** George Flint  
District Manager

via email

**FROM:** Matt Fisher  
Alan Scheerer  
Field Services Manager

**RE:** Lake Ashton CDD Monthly Managers Report – April 13, 2018

The following is a summary of activities related to the field operations of the Lake Ashton Community Development District:

### **Ballroom:**

1. Staff replacing lights and ballasts as needed in Clubhouse and Gate House.
2. Filters have been changed in the Ballroom.

**Pool/Spa:**

1. The Pool/Spa are operating properly.
2. Handicap lifts have been tested.
3. Pool gas heater rollout switch replaced.
4. Pool gas heater coils cleaned.

**Lakes:**

1. Lakes are being treated according to our contract with Applied Aquatic.
2. The ponds in the community are low due to minimal rainfall.

### Landscaping:

1. Staff has been meeting on a weekly basis with Yellowstone to review CDD property.
2. Irrigation inspections were performed with minor repairs.

**Other:**

1. Bowling Alley air handler replaced.
2. Gate House pressure washed and windows cleaned.
3. Various plumbing areas repaired in Restaurant kitchen.
4. Restaurant locks were re-keyed.
5. Preventative maintenance performed on Fitness Center equipment.
6. Restaurant kitchen treated for pests.
7. Electronic ballast replaced in Fitness Center, Restaurant office, and Conference Room.
8. Restaurant kitchen and dining room lighting replaced with LED bulbs.

Should you have any questions please call me at 863-956-6207

Respectfully,

Matt Fisher

**Lake Ashton  
Community Development District**

*Check Run Summary*

**April 13, 2018**

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<u><i>General Fund</i></u>		
3/15/2018	5949	\$21,050.00
3/21/2018	5950-5964	\$65,625.41
4/3/2018	5965-5994	\$98,641.00
<b>General Fund Total</b>		<u><u><b>\$185,316.41</b></u></u>
<u><i>Capital Projects Fund</i></u>		
4/3/2018	230-231	\$15,108.00
<b>Capital Projects Fund Total</b>		<u><u><b>\$15,108.00</b></u></u>

AP300R  
\*\*\* CHECK NOS. 005949-050000

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

RUN 4/04/18

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/15/18	00063	3/16/18 031618	201803 320-57200-49400		*	11,550.00	
		NEW YORK BEE GEES					
		3/24/18 03242018	201803 320-57200-49400		*	9,500.00	
		ETHAN BORTNICK					
				WILLIAM CLARE ENTERTAINMENT			21,050.00 005949
3/21/18	00466	3/01/18 39166	201803 310-51300-42501		*	3,131.00	
		MAR 18 - NEWSLETTER					
				CUSTOMTRADEPRINTING.COM			3,131.00 005950
3/21/18	00517	3/16/18 1	201803 310-51300-31300		*	250.00	
		AMORT SCHDLE S2015A-1 55K					
		3/16/18 2	201803 310-51300-31300		*	100.00	
		AMORT SCHDLE S2015A-2 5K					
				DISCLOSURE SERVICES, LLC			350.00 005951
3/21/18	00003	2/26/18 6-108-37	201802 310-51300-42000		*	24.31	
		DELIVERIES THRU-02/26/18					
				FEDEX			24.31 005952
3/21/18	00077	10/07/17 819444 1	201710 320-57200-54501		*	120.00	
		PEST CONTROL SVC-10/07/17					
		1/16/18 822789 4	201801 320-57200-54501		*	120.00	
		PEST CONTROL SVC-01/16/18					
		2/20/18 82379 5	201802 320-57200-54501		*	120.00	
		PEST CONTROL SVC-02/20/18					
		2/28/18 105967	201802 320-57200-54501		*	100.00	
		PEST CONTROL SVC-02/28/18					
				FLORIDA PEST CONTROL			460.00 005953
3/21/18	00215	3/19/18 296	201803 320-57200-43400		*	555.56	
		MAR 18 - EMAIL SVC					
				GMS-CENTRAL FLORIDA, LLC			555.56 005954
3/21/18	00498	2/20/18 5681	201802 320-57200-54502		*	7,777.00	
		CONTRACT BILLING					
		2/20/18 5682	201802 320-57200-54502		*	29,164.11	
		PROGRESS BILLING #4					
				JURIN ROOFING SERVICES, INC			36,941.11 005955
3/21/18	00512	3/01/18 1479667	201803 320-57200-41000		*	42.00	
		EMERGENCY SKYLINE SVC					
				KINGS III OF AMERICA, INC.			42.00 005956
3/21/18	00429	3/21/18 03212018	201803 300-20700-10200		*	2,438.48	
		TXFER OF TAX RCPTS					

LAKA LAKE ASHTON SROSINA



AP300R  
\*\*\* CHECK NOS. 005949-050000

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

RUN 4/04/18

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		3/21/18 03212018	201803 300-20700-10200		*	289.04	
		TXFER OF TAX RCPTS					
		LAKE ASHTON CDD					2,727.52 005957
3/21/18	00164	2/28/18 80133	201802 310-51300-31500		*	2,527.78	
		FEB 18 - LEGAL SVC					
		LATHAM, SHUKER, EDEN & BEAUDINE, LLP					2,527.78 005958
3/21/18	00217	2/28/18 0654-000	201802 320-57200-43300		*	378.79	
		FEB 18 - REFUSE SERVICE					
		REPUBLIC SERVICES #654					378.79 005959
3/21/18	00293	3/01/18 056049	201803 320-57200-54500		*	162.06	
		1/4" CLR 26 X 26 BLOCK					
		3/01/18 056049	201803 320-57200-54500		V	162.06-	
		1/4" CLR 26 X 26 BLOCK					
		3/01/18 056049	201803 320-57200-54500		*	162.06	
		1/4" CLR 26 X 26 BLOCK					
		RIDGE GLASS AND MIRROR, INC.					162.06 005960
3/21/18	00470	3/18/18 03182018	201803 320-57200-52000		*	30.80	
		COFFEE SERVICE					
		SHUFFLIN'S SQUARES					30.80 005961
3/21/18	00399	1/31/18 30818	201801 320-57200-54500		*	1,421.88	
		LEAGUE PINSTTER MONITORNG					
		1/31/18 30818	201801 320-57200-52000		*	70.00	
		LEAGUE PINSTTER MONITORNG					
		3/12/18 41518	201803 320-57200-54500		*	1,048.13	
		LEAGUE PINSTTER MONITORNG					
		ALEX SMITH					2,540.01 005962
3/21/18	00234	1/29/18 71907347	201801 320-57200-51000		*	233.70	
		SUPPLIES					
		1/31/18 71894114	201801 320-57200-51000		*	70.99-	
		SUPPLIES					
		1/31/18 71913642	201801 320-57200-51000		*	21.44	
		SUPPLIES					
		1/31/18 71913642	201801 320-57200-51000		*	96.40	
		SUPPLIES					
		2/05/18 71916411	201802 320-57200-51000		*	97.80	
		SUPPLIES					
		2/07/18 71918842	201802 320-57200-51000		*	158.68	
		SUPPLIES					
		2/08/18 71913642	201802 320-57200-51000		*	70.49	
		SUPPLIES					

LAKA LAKE ASHTON SROSINA

AP300R  
 \*\*\* CHECK NOS. 005949-050000

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

RUN 4/04/18

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/09/18	71918842 201802 320-57200-51000		*	30.87	
			SUPPLIES				
		2/15/18	71923812 201802 320-57200-51000		*	115.51	
			SUPPLIES				
		2/21/18	71923812 201802 320-57200-51000		*	85.98	
			SUPPLIES				
				STAPLES BUSINESS CREDIT			839.88 005963
3/21/18	00445	1/31/18	INV-0000 201801 320-57200-46200		*	14,667.25	
			JAN 18 - LANDSCAPE MAINT				
		2/28/18	INV-0000 201802 320-57200-46202		*	247.34	
			IRRIGATION REPAIRS				
				YELLOWSTONE LANDSCAPE			14,914.59 005964
4/03/18	00370	3/23/18	03232018 201803 320-57200-49400		*	595.00	
			DJ HONORARIUM				
				A PREMIER ENTERTAINMENT			595.00 005965
4/03/18	00085	2/05/18	111963 201802 320-57200-54500		*	202.50	
			ROD OUT/UNSTOP DRAIN LINE				
				A.D. BAYNARD PLUMBING, INC.			202.50 005966
4/03/18	00522	2/28/18	80371316 201802 320-57200-43200		*	1,162.70	
			PROPANE REF NO. 627628519				
		2/28/18	80371316 201802 320-57200-43200		*	558.01	
			PROPANE REF NO. 627941118				
		2/28/18	80371316 201802 320-57200-43200		*	645.35	
			PROPANE REF NO. 628286844				
		2/28/18	80371316 201802 320-57200-43200		*	606.45	
			PROPANE REF NO. 628590437				
				AMERIGAS			2,972.51 005967
4/03/18	00274	3/23/18	03232018 201803 320-57200-49400		*	613.31	
			BALLOONS/TABLE COVERS				
				AMY'S CARDS, PARTY & GIFTS			613.31 005968
4/03/18	00057	2/28/18	167921 201802 320-53800-46800		*	1,545.00	
			APPLIED AQUATIC MGMT				
		3/07/18	168237 201803 320-53800-46801		*	7,300.00	
			QRTLY-AQUATIC PLANT MGMT				
				APPLIED AQUATIC MANAGEMENT, INC.			8,845.00 005969
4/03/18	00062	3/25/18	05794960 201803 320-57200-41000		*	1,017.95	
			4141 ASHTON CLUB DR				
				BRIGHT HOUSE NETWORKS			1,017.95 005970
				LAKA LAKE ASHTON SROSINA			

AP300R  
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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
LAKE ASHTON CDD - GF  
BANK A LAKE ASHTON - GF

RUN 4/04/18

PAGE 4

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/03/18	00055	3/15/18 20735	201803 320-57200-43100		*	769.23	
		20735-4141	ASHTON CLUB DR				
		3/15/18 20740	201803 320-57200-43100		*	36.60	
		20740-4128	LAKE ASHTON BV				
		3/15/18 22109	201803 320-57200-43100		*	127.65	
		22109-GATE	ENTRANCE IRRIG				
		3/15/18 37767	201803 320-57200-43100		*	30.70	
		37767-PALMS	CDD IRRIG.				
				CITY OF LAKE WALES			964.18 005971
4/03/18	00502	4/02/18 1340	201804 320-57200-34501		*	17,010.00	
		APR 18 -	SECURITY SVC				
				COMMUNITY WATCH SOLUTIONS, LLC			17,010.00 005972
4/03/18	00003	3/16/18 6-124-68	201803 310-51300-42000		*	96.83	
		DELIVERIES	THRU-03/16/18				
				FEDEX			96.83 005973
4/03/18	00077	3/20/18 824733	201803 320-57200-54501		*	120.00	
		PEST CONTROL	SVC-03/20/18				
		3/21/18 108215	201803 320-57200-54501		*	185.00	
		PEST CONTROL	SVC-03/21/18				
				FLORIDA PEST CONTROL			305.00 005974
4/03/18	00215	3/21/18 298	201803 320-57200-34000		*	18,926.94	
		MAR 18 -	PAYROLL REIMB				
				GMS-CENTRAL FLORIDA, LLC			18,926.94 005975
4/03/18	00036	4/02/18 159	201804 310-51300-34000		*	4,873.50	
		MGMT FEES -	APR 18				
		4/02/18 159	201804 310-51300-35100		*	83.33	
		COMPUTER TIME -	APR 18				
		4/02/18 159	201804 310-51300-31300		*	83.33	
		DISSEM AGNT	SVC - APR 18				
		4/02/18 159	201804 310-51300-35101		*	55.56	
		WEBSITE ADMIN -	APR 18				
		4/02/18 159	201804 310-51300-42000		*	29.43	
		POSTAGE -	APR 18				
		4/02/18 159	201804 310-51300-42500		*	157.30	
		COPIES -	APR 18				
				GMS - SO FLORIDA, LLC			5,282.45 005976
4/03/18	00067	3/21/18 172173	201803 320-57200-34500		*	130.00	
		MAR 18 -	GATE MAINTENANCE				
				THE HARTLINE ALARM COMPANY, INC.			130.00 005977
				LAKA LAKE ASHTON			
				SROSINA			

AP300R  
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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
LAKE ASHTON CDD - GF  
BANK A LAKE ASHTON - GF

RUN 4/04/18

PAGE 5

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/03/18	00059	4/01/18 15901	201804 320-57200-45300		*	200.00	
		APR 18 - FOUNTAIN SVC					
		4/01/18 15902	201804 320-57200-45300		*	1,365.00	
		APR 18 - POOL SERVICE					
				HEARTLAND COMMERCIAL POOL SERVICES			1,565.00 005978
4/03/18	00098	2/06/18 1053419	201802 320-57200-52000		*	81.14	
		SUPPLIES					
		2/08/18 9595408	201802 320-57200-52000		*	357.69	
		SUPPLIES					
		2/13/18 4583557	201802 320-57200-52000		*	48.11	
		SUPPLIES					
		2/15/18 2583597	201802 320-57200-52000		*	254.56	
		SUPPLIES					
		2/22/18 5012779	201802 320-57200-52000		*	20.28	
		SUPPLIES					
		2/27/18 560127	201802 320-57200-52000		*	63.29	
		SUPPLIES					
				HOME DEPOT CREDIT SERVICES			825.07 005979
4/03/18	00463	1/24/18 1425386	201801 320-57200-52000		*	48.48	
		VIVATAR 57" TRIPOD 3-WAY					
				IDWHOLESALER			48.48 005980
4/03/18	00533	3/30/18 123679	201803 320-57200-54500		*	350.00	
		PRESSURE CLEAN PILLARS					
				JZ'S CUSTOM HOME SERVICES, LLC			350.00 005981
4/03/18	00504	2/16/18 91898	201802 320-57200-54500		*	305.40	
		TOMBSTONE FLOUR LAMPHOLDR					
				KINCAID ELECTRICAL SERVICES			305.40 005982
4/03/18	00512	4/01/18 1494302	201804 320-57200-41000		*	42.00	
		EMERGENCY SKYLINE SVC					
				KINGS III OF AMERICA, INC.			42.00 005983
4/03/18	00089	3/15/18 L060G0IE	201803 310-51300-48000		*	32.50	
		NOTICE OF SPECIAL MEETING					
				THE LEDGER			32.50 005984
4/03/18	00361	2/23/18 I42966	201802 320-57200-54500		*	213.00	
		SERVICE CALL-A/C CHARGE					
				MILLER'S CENTRAL AIR, INC.			213.00 005985
4/03/18	00488	3/16/18 03162018	201803 320-57200-49400		*	325.00	
		BEE GEES					

LAKA LAKE ASHTON SROSINA

AP300R  
\*\*\* CHECK NOS. 005949-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/04/18  
LAKE ASHTON CDD - GF  
BANK A LAKE ASHTON - GF

PAGE 6

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		3/23/18	03232018 201803 320-57200-49400	TASTE OF BUFFALO-LIGHTING	*	100.00	
				ARNOLDO OFFERMANN			425.00 005986
4/03/18	00345	3/27/18	00000173 201803 320-57200-54500	TRIP CHARGE/REKEY LOCK	*	169.50	
		3/30/18	00000174 201803 320-57200-54500	REKEY LOCK CYLINDER	*	65.00	
				PRECISION SAFE & LOCK, LLC			234.50 005987
4/03/18	00217	3/14/18	0654-000 201803 320-57200-43300	MAR 18 - REFUSE SVC	*	343.44	
				REPUBLIC SERVICES #654			343.44 005988
4/03/18	00234	2/27/18	71930675 201802 320-57200-51000	SUPPLIES	*	51.96	
		3/08/18	71937251 201803 320-57200-51000	SUPPLIES	*	37.98	
		3/08/18	71937251 201803 320-57200-51000	SUPPLIES	*	48.20	
		3/15/18	71940752 201803 320-57200-51000	SUPPLIES	*	179.12	
		3/16/18	71940752 201803 320-57200-51000	SUPPLIES	*	95.38	
		3/21/18	71944769 201803 320-57200-51000	SUPPLIES	*	64.44	
				STAPLES BUSINESS CREDIT			477.08 005989
4/03/18	00277	3/17/18	20724 201803 320-57200-54100	ANNUAL FIRE SRINKLER INSP	*	550.00	
				STATE FIRE EXTINGUISHER SERVICE, INC			550.00 005990
4/03/18	00054	2/28/18	40030 201802 320-57200-52000	CLEANING SUPPLIES	*	232.56	
		3/01/18	40082 201803 320-57200-54500	MAR 18 - JANITORIAL SVC	*	3,465.00	
		3/09/18	40143 201803 320-57200-52000	WHITE ROLL TOWELS	*	138.24	
		3/26/18	40165 201803 320-57200-54500	CARPET CLEANING SVC	*	235.00	
		3/26/18	40173 201803 320-57200-52000	WHITE ROLL TOWELS	*	138.24	
				STATEWIDE BUILDING MAINTENANCE			4,209.04 005991
4/03/18	00061	3/14/18	MAR-18 201803 320-57200-43000	MAR 18 - ELECTRIC	*	17,175.57	
				TECO			17,175.57 005992
				LAKA LAKE ASHTON SROSINA			

AP300R  
\*\*\* CHECK NOS. 005949-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/04/18  
LAKE ASHTON CDD - GF  
BANK A LAKE ASHTON - GF

PAGE 7

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/03/18	00430	3/01/18 50046362	201803 310-51300-42502		MAR 18 - LEASE PAYMENT	*	216.00	
								216.00 005993
WELLS FARGO FINANCIAL LEASING								
4/03/18	00445	4/01/18 INV-0000	201804 320-57200-46200		APR 18 - LANDSCAPE MAINT	*	14,667.25	
								14,667.25 005994
YELLOWSTONE LANDSCAPE								
TOTAL FOR BANK A							185,316.41	
TOTAL FOR REGISTER							185,316.41	

LAKA LAKE ASHTON SROSINA

AP300R  
\*\*\* CHECK NOS. 000230-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/04/18  
LAKE ASHTON CDD - CPF  
BANK B LAKE ASHTON - CPF

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/03/18	00027	3/14/18 18-1634	201803 600-53800-60065	ROAD REPAIRS	*	9,600.00	
							9,600.00 000230
ALL TERRAIN TRACTOR SERVICE, INC.							
4/03/18	00031	3/16/18 I43670	201803 600-53800-60074	BOWLING ALLEY SYSTEM #6	*	5,508.00	
							5,508.00 000231
MILLER'S CENTRAL AIR, INC.							
TOTAL FOR BANK B						15,108.00	
TOTAL FOR REGISTER						15,108.00	

LAKA LAKE ASHTON SROSINA

**LAKE ASHTON CDD**  
**FY 2018 CASH RECEIPTS**

	October-17	November-17	December-17	January-18	February-18	March-18
ENTERTAINMENT	\$ 96,050.00	\$ 14,974.00	\$ 10,991.00	\$ 9,342.00	\$ 3,998.00	\$ -
BALLROOM RENTAL	\$ 5,450.00	\$ 3,475.00	\$ 6,750.00	\$ 7,000.00	\$ 5,400.00	\$ -
DAMAGE DEPOSITS	\$ (1,000.00)	\$ -	\$ 3,250.00	\$ (1,000.00)	\$ 1,000.00	\$ -
NEWSLETTER INCOME	\$ 23,056.70	\$ 9,769.74	\$ 5,298.66	\$ 17,570.86	\$ 7,846.66	\$ -
COFFEE INCOME	\$ 600.00	\$ 300.00	\$ 100.00	\$ 350.00	\$ 250.00	\$ -
CLERICAL	\$ 125.00	\$ 40.00	\$ 83.00	\$ 96.00	\$ 219.00	\$ -
SECURITY FEE	\$ 1,037.50	\$ 418.75	\$ 512.50	\$ 568.75	\$ 512.50	\$ -
CLICKERS	\$ 148.00	\$ 111.00	\$ 185.00	\$ 111.00	\$ 148.00	\$ -
RESTAURANT LEASE-DEFERRED	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -
RESTAURANT LEASE	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
INSURANCE PROCEEDS	\$ -	\$ 4,716.00	\$ -	\$ -	\$ 182,946.49	\$ -
MISCELLANEOUS	\$ -	\$ -	\$ 4,100.00	\$ -	\$ -	\$ -
SALES TAX	\$ 70.00	\$ 70.00	\$ 70.00	\$ 148.00	\$ -	\$ -
	\$ 126,537.20	\$ 34,874.49	\$ 32,340.16	\$ 36,186.61	\$ 202,320.65	\$ -

	April-18	May-18	June-18	July-18	August-18	September-18
ENTERTAINMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BALLROOM RENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DAMAGE DEPOSITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NEWSLETTER INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COFFEE INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLERICAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SECURITY FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLICKERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INSURANCE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTAURANT LEASE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR 2018 TOTAL	
ENTERTAINMENT FEES	\$ 135,355.00
BALLROOM RENTAL	\$ 28,075.00
DAMAGE DEPOSITS	\$ 2,250.00
NEWSLETTER INCOME	\$ 63,542.62
COFFEE INCOME	\$ 1,600.00
CLERICAL	\$ 563.00
SECURITY FEE	\$ 3,050.00
CLICKERS	\$ 703.00
INSURANCE PROCEEDS	\$ 187,662.49
MISCELLANEOUS	\$ 4,100.00
RESTAURANT LEASE-DEFERRED	\$ 1,000.00
RESTAURANT LEASE	\$ 4,000.00
SALES TAX	\$ 358.00
	\$ 432,259.11



**LAKE ASHTON CDD**  
**FEBRUARY 2018 CASH RECEIPTS**

**ENTERTAINMENT**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/1/2018	538	Hanley	\$ 36.00	The Vogues - 2/17/18
2/1/2018	538	Dickson	\$ 72.00	The Vogues - 2/17/18
2/1/2018	538	Ruppel	\$ 36.00	The Vogues - 2/17/18
2/1/2018	538	Eaton	\$ 36.00	The Vogues - 2/17/18
2/1/2018	538	Flanigan	\$ 18.00	The Vogues - 2/17/18
2/1/2018	538	Ruppel	\$ 30.00	Comedy Show - 2/18/18
2/1/2018	538	Lanier	\$ 15.00	Comedy Show - 2/18/18
2/2/2018	539	Hudnall	\$ 36.00	The Vogues - 2/17/18
2/2/2018	539		\$ 72.00	The Vogues - 2/17/18
2/2/2018	539	Andrews	\$ 30.00	Comedy Show - 2/18/18
2/2/2018	539	Littlefield	\$ 60.00	Comedy Show - 2/18/18
2/2/2018	539	Grogan	\$ 45.00	Comedy Show - 2/18/18
2/5/2018	540	Meglio	\$ 36.00	The Vogues - 2/17/18
2/6/2018	541	Collins	\$ 36.00	The Vogues - 2/17/18
2/6/2018	541	Hooves	\$ 36.00	The Vogues - 2/17/18
2/7/2018	542	Realmuto	\$ 90.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Crabtree	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Totten	\$ 60.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Boast	\$ 60.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Marks	\$ 60.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Hittner	\$ 100.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Desimone	\$ 100.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Harrison	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Serencko	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Danley	\$ 20.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Plahuta	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Kurtz	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Hoyt	\$ 40.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Benner	\$ 75.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Horn	\$ 60.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Deangelo	\$ 120.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Pfahl	\$ 50.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Mann	\$ 50.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Powers	\$ 60.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Barker	\$ 100.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Barker	\$ 20.00	Ethan Bortnick - 3/24/18
2/7/2018	542	Storrs	\$ 36.00	The Vogues - 2/17/18
2/8/2018	543	Smith	\$ 90.00	Ethan Bortnick - 3/24/18
2/8/2018	543	Smith	\$ 30.00	Ethan Bortnick - 3/24/18
2/9/2018	544	Prusiecki	\$ 36.00	The Vogues - 2/17/18
2/12/2018	545	Krigelski	\$ 36.00	The Vogues - 2/17/18
2/12/2018	545	Birkett	\$ 80.00	Ethan Bortnick - 3/24/18
2/12/2018	545	Sosinski	\$ 50.00	Ethan Bortnick - 3/24/18
2/12/2018	545	Krigelski	\$ 36.00	The Vogues - 2/17/18
2/12/2018	545	Rossmann	\$ 36.00	The Vogues - 2/17/18
2/12/2018	545	Dell'Accio	\$ 36.00	The Vogues - 2/17/18
2/12/2018	545	Faron	\$ 36.00	The Vogues - 2/17/18
2/13/2018	546	Provost Jr	\$ 36.00	The Vogues - 2/17/18
2/13/2018	546	Marsden	\$ 30.00	The Vogues - 2/17/18 (charged wrong amount)
2/13/2018	546	Marsden	\$ 6.00	The Vogues - 2/17/18 (money owed from above)
2/14/2018	547	Hallfin	\$ 36.00	The Vogues - 2/17/18
2/14/2018	547	Foulke	\$ 36.00	The Vogues - 2/17/18

**LAKE ASHTON CDD**  
**FEBRUARY 2018 CASH RECEIPTS**

**ENTERTAINMENT-(CONTINUED)**

2/15/2018	548	Lavigna	\$ 36.00	The Vogues - 2/17/18
2/16/2018	549	Schlei	\$ 36.00	The Vogues - 2/17/18
2/16/2018	549	Leising	\$ 36.00	The Vogues - 2/17/18
2/16/2018	ck6115	Boogher	\$ 15.00	Comedy Show - 2/18/18
2/16/2018	ck1563	Georgeson	\$ 36.00	The Vogues - 2/17/18
2/16/2018	ck1457	Turner	\$ 72.00	The Vogues - 2/17/18
2/16/2018	ck2333	Malik	\$ 18.00	The Vogues - 2/17/18
2/16/2018	ck1147	Brodzik	\$ 18.00	The Vogues - 2/17/18
2/16/2018	ck1020	Schuler	\$ 36.00	The Vogues - 2/17/18
2/16/2018	ck8433	Ziegler	\$ 18.00	The Vogues - 2/17/18
2/16/2018	ck589	Allen	\$ 18.00	The Vogues - 2/17/18
2/16/2018	ck4906	Meister	\$ 36.00	The Vogues - 2/17/18
2/16/2018	ck1123	Steenberg	\$ 72.00	The Vogues - 2/17/18
2/16/2018	ck3040	Littlefield	\$ 120.00	Ethan Bortnick - 3/24/18
2/16/2018	ck2074	Hinds	\$ 60.00	Ethan Bortnick - 3/24/18
2/16/2018	ck3236	Schupp	\$ 50.00	Ethan Bortnick - 3/24/18
2/16/2018	ck1137	Schwartz	\$ 120.00	Ethan Bortnick - 3/24/18
2/16/2018	ck3290	Frank	\$ 60.00	Ethan Bortnick - 3/24/18
2/21/2018	550	Crabtree	\$ 50.00	Ethan Bortnick - 3/24/18
2/23/2018	Ch3236	Phelps	\$ 36.00	The Vogues - 2/17/18
2/27/2018	553	Goodbread	\$ 30.00	Ethan Bortnick - 3/24/18
2/27/2018	553	Charbonneay	\$ 120.00	Ethan Bortnick - 3/24/18
<b>TOTAL</b>			<b>\$ 3,998.00</b>	

**RENTALS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/6/2018	541	Kennedy	\$ (100.00)	Kennedy Wedding Refund
2/8/2018	543	Ferdinand	\$ 1,000.00	Allen Ferdinand Wedding
2/16/2018	ck355	Prevention Plus Inc	\$ 200.00	Room Rental
2/16/2018	ck1139	Lake Ashton Bingo	\$ 1,600.00	February 2018 Room Rental
2/16/2018	ck5017800105	Lake Wales Medical Center	\$ 1,250.00	Room Rental for 3/21/18 Event
2/16/2018	ck102869	City of Lake Wales	\$ 1,250.00	Room Rental for 2/8/18 Event
2/28/2018	554	Accurate Advisory Group	\$ 200.00	Room Rental
<b>TOTAL</b>			<b>\$ 5,400.00</b>	

**LAKE ASHTON CDD**  
**FEBRUARY 2018 CASH RECEIPTS**

**NEWSLETTER**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/16/2018	ck355	Prevention Plus Inc	\$ 175.00	March LAT Insert
2/16/2018	ck48762	United Refrigeration	\$ 250.00	LAT Insert & Ad
2/16/2018	ck1332	Lake Ashton Realty Inc	\$ 4,320.00	Full Page Color Ad LAT 12 months
2/23/2018	545	Performance Plus Carts	\$ 375.00	LA Times Insert - Feb
2/23/2018	552	Arts Carts	\$ 323.08	LA Times Insert - March
2/23/2018	552	Blackburn Interiors	\$ 350.00	LA Times Insert - March
2/23/2018	552	Calico Roofing	\$ 85.50	LA Times Insert - March
2/23/2018	552	Pamela MC	\$ 295.00	LA Times Insert - March
2/23/2018	552	Dramatic Design	\$ 90.00	LA Times Insert - March
2/23/2018	552	FEL	\$ 323.08	LA Times Insert - March
2/23/2018	552	JZ's Custom Home	\$ 175.00	LA Times Insert - March
2/23/2018	552	Rainbow Wicker	\$ 130.00	LA Times Insert - March
2/23/2018	552	Shade Free	\$ 230.00	LA Times Insert - March
2/28/2018	554	Accurate Advisory Group	\$ 175.00	LA Times Insert - March
2/28/2018	554	Performance Plus Carts	\$ 375.00	LA Times Insert - March
2/28/2018	554	Unlimited Inserts Prop	\$ 175.00	LA Times Insert - March
<b>TOTAL</b>			<b>\$ 7,846.66</b>	

**CLERICAL**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/16/2018	cash	Clerical	\$ 108.00	Directories, Copies, Faxes, Postage
2/23/2018	Cash	Clerical	\$ 111.00	Directories, Faxes, Copies, Postage
<b>TOTAL</b>			<b>\$ 219.00</b>	

**COFFEE**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/16/2018	ck1077	Christine Graves Insumace	\$ 150.00	Monday Coffee
2/16/2018	ck05887221	Edward Jones	\$ 100.00	Monday Coffee
<b>TOTAL</b>			<b>\$ 250.00</b>	

**DEPOSITS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/16/2018	ck1404	Wood	\$ 500.00	Rodgers/Wood Wedding DD
2/16/2018	ck5017800105	Lake Wales Medical Center	\$ 500.00	Damage Deposit for 3/21/18 Event
2/16/2018	ck102869	City of Lake Wales	\$ 500.00	Damage Deposit for 2/8/18 Event
2/22/2018	551	Eye Specialist of Mid FL	\$ (500.00)	Damage Deposit Refund 12/16/17
<b>TOTAL</b>			<b>\$ 1,000.00</b>	

**ENTRANCE GATE OPENERS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/1/2018	538	Platt	\$ 37.00	Main Entrance Gate Opener
2/12/2018	545	James	\$ 37.00	Main Entrance Gate Opener
2/16/2018	cash	Trogdon	\$ 37.00	Main Entrance Gate Opener
2/21/2018	550	Quabeck	\$ 37.00	Main Entrance Gate Opener
<b>TOTAL</b>			<b>\$ 148.00</b>	

**LAKE ASHTON CDD**  
**FEBRUARY 2018 CASH RECEIPTS**

**SECURITY**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/8/2018	GF CK#5897	Lake Wales Medical Staff	\$ 25.00	12/15/17 Christmas Party
2/16/2018	ck1404	Wood	\$ 162.50	Rodgers/Wood Wedding Security
2/16/2018	ck5017800105	Lake Wales Medical Center	\$ 100.00	Security for 3/21/18 Event
2/16/2018	ck102869	City of Lake Wales	\$ 200.00	Security for 2/8/18 Event
2/22/2018	551	Eye Specialist of Mid FL	\$ 25.00	Damage Deposit Refund 12/16/17
<b>TOTAL</b>			<b>\$ 512.50</b>	

**MISCELLANEOUS**

DATE	DESCRIPTION	NAME	AMOUNT	DESCRIPTION
2/23/2018	Ch002044	Egis/McLarens Insurance	\$ 182,946.49	Hurricane Irma Insurance Claim
<b>TOTAL</b>			<b>\$ 182,946.49</b>	

<b>TOTAL CASH RECEIPTS - FEBRUARY 2018</b>	<b>\$ 202,320.65</b>
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<b>SUMMARY</b>	
ENTERTAINMENT	\$ 3,998.00
ROOM RENTALS	\$ 5,400.00
ROOM RENTALS-DEFERRED	\$ -
NEWSLETTER	\$ 7,846.66
CLERICAL	\$ 219.00
COFFEE	\$ 250.00
DEPOSITS	\$ 1,000.00
DEPOSIT-RESTAURANT	\$ -
ENTRANCE GATE OPENER	\$ 148.00
RESTAURANT/SALES TAXES	\$ -
SECURITY	\$ 512.50
INSURANCE PROCEEDS	\$ 182,946.49
MISCELLANEOUS	\$ -
<b>TOTAL</b>	<b>\$ 202,320.65</b>

**Lake Ashton CDD**  
**Special Assessment Receipts**  
Fiscal Year Ending September 30, 2018

Date Received	Collection Period	O&M Receipts	Debt Svc Receipts	O&M	Debt	Commissions Paid	Net Amount Received	\$1,690,408.25	\$456,180.85	\$54,072.40	\$510,253.25
				Discounts/ Penalties	Discounts/ Penalties			.36300.10100	2015-1	2015-2	
								General Fund 100.00%	Debt Svc Fund 89.403%	Debt Svc Fund 10.597%	Debt Total 100%
11/15/2017	10/1/17-10/31/17	\$ 8,572.05	\$ 3,275.20	\$ 342.89	\$ 131.00	\$ 227.46	\$ 11,145.90	\$ 8,054.44	\$ 2,763.85	\$ 327.61	\$ 3,091.46
11/17/2017	11/1/17-11/5/17	\$ 97,721.37	\$ 19,998.90	\$ 3,909.04	\$ 799.93	\$ 2,260.23	\$ 110,751.07	\$ 92,076.17	\$ 16,695.89	\$ 1,979.01	\$ 18,674.91
11/22/2017	6/1/17-10/31/17	\$ 25,975.57	\$ 8,283.96	\$ 1,347.60	\$ 422.59	\$ 649.79	\$ 31,839.55	\$ 24,128.85	\$ 6,893.59	\$ 817.12	\$ 7,710.71
12/5/2017	11/06/17-11/12/17	\$ 219,444.48	\$ 57,363.12	\$ 8,778.13	\$ 2,294.47	\$ 5,314.70	\$ 260,420.30	\$ 206,583.94	\$ 48,131.23	\$ 5,705.13	\$ 53,836.36
12/13/2017	11/13/17-11/22/17	\$ 500,607.72	\$ 140,899.37	\$ 20,025.12	\$ 5,635.81	\$ 12,316.92	\$ 603,529.24	\$ 471,121.52	\$ 118,376.24	\$ 14,031.47	\$ 132,407.71
12/20/2017	11/23/17-11/30/17	\$ 627,474.06	\$ 202,907.63	\$ 25,099.99	\$ 8,116.01	\$ 15,943.31	\$ 781,222.38	\$ 590,127.43	\$ 170,844.29	\$ 20,250.65	\$ 191,094.95
1/16/2018	12/01/17-12/31/17	\$ 78,946.69	\$ 25,853.31	\$ 2,372.64	\$ 783.21	\$ 2,032.88	\$ 99,611.27	\$ 75,012.52	\$ 21,991.98	\$ 2,606.77	\$ 24,598.75
1/31/2018	INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,123.84	\$ 868.57	\$ 228.22	\$ 27.05	\$ 255.27
2/14/2018	01/01/18-01/31/18	\$ 20,572.92	\$ 5,595.58	\$ 411.48	\$ 111.93	\$ 512.90	\$ 25,132.19	\$ 19,767.46	\$ 4,796.22	\$ 568.51	\$ 5,364.73
3/15/2018	02/01/18-02/28/18	\$ 7,714.02	\$ 2,801.97	\$ 68.57	\$ 26.12	\$ 208.43	\$ 10,212.87	\$ 7,485.35	\$ 2,438.48	\$ 289.04	\$ 2,727.52
		\$ 1,587,028.88	\$ 466,979.04	\$ 62,355.46	\$ 18,321.07	\$ 39,466.62	\$ 1,934,988.61	\$ 1,495,226.24	\$ 393,160.01	\$ 46,602.36	\$ 439,762.37
BALANCE REMAINING		\$103,379.37	\$43,274.21								

Gross Percent Collected	93.34%
Balance Due	\$146,653.58

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
February 28, 2018

	<u>Major Funds</u>			<u>Total</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Governmental Funds</u>
<b>ASSETS:</b>				
Cash-Wells Fargo	\$338,745	---	\$3,710	\$342,456
Assessments Receivable	\$7,485	\$2,728	---	\$10,213
Due from Other Funds	---	---	\$255,624	\$255,624
Investment - State Board	\$949,064	---	---	\$949,064
Investment - State Board Capital Reserve	---	---	\$249,211	\$249,211
Investments:				
Series 2015				
Reserve A	---	\$240,750	---	\$240,750
Interest A	---	\$2	---	\$2
Revenue A	---	\$515,181	---	\$515,181
Prepayment A-1	---	\$20,048	---	\$20,048
Prepayment A-2	---	\$3,129	---	\$3,129
<b>TOTAL ASSETS</b>	<u>\$1,295,295</u>	<u>\$781,838</u>	<u>\$508,545</u>	<u>\$2,585,677</u>
<b>LIABILITIES:</b>				
Accounts Payable	\$85,131	---	\$1,716	\$86,847
Due to Other Funds	\$176,193	\$79,430	---	\$255,624
Sales Tax Payable	\$140	---	---	\$140
Deposits-Restaurant	\$6,000	---	---	\$6,000
Deposits-Room Rentals	\$5,750	---	---	\$5,750
Deferred Revenue	\$3,250	---	---	\$3,250
<b>TOTAL LIABILITIES</b>	<u>\$276,464</u>	<u>\$79,430</u>	<u>\$1,716</u>	<u>\$357,611</u>
<b>FUND BALANCES:</b>				
Restricted:				
Debt Service	---	\$702,407	---	\$702,407
Assigned:				
Capital Reserve	---	---	\$506,829	\$506,829
Unassigned	\$1,018,831	---	---	\$1,018,831
<b>TOTAL FUND BALANCES</b>	<u>\$1,018,831</u>	<u>\$702,407</u>	<u>\$506,829</u>	<u>\$2,228,067</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u>\$1,295,295</u>	<u>\$781,838</u>	<u>\$508,545</u>	<u>\$2,585,677</u>

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

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending February 28, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
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**REVENUES:**

Special Assessments - Levy	\$1,572,079	\$1,495,226	\$1,495,226	\$0
Rental Income	\$50,000	\$20,833	\$28,075	\$7,242
Entertainment Fees	\$130,000	\$130,000	\$135,355	\$5,355
Newsletter Ad Revenue	\$55,000	\$55,000	\$63,543	\$8,543
Interest Income	\$1,000	\$417	\$2,118	\$1,701
Miscellaneous Income	\$5,000	\$2,083	\$10,016	\$7,933
Restaurant Lease	\$12,000	\$5,000	\$5,000	\$0
Insurance Proceeds	\$0	\$0	\$187,662	\$187,662
<b>TOTAL REVENUES</b>	<b>\$1,825,080</b>	<b>\$1,708,560</b>	<b>\$1,926,995</b>	<b>\$218,435</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

Supervisor Fees	\$3,000	\$1,250	\$1,200	\$50
FICA Expense	\$230	\$96	\$92	\$4
Engineering	\$20,000	\$8,333	\$3,825	\$4,508
Arbitrage	\$1,200	\$500	\$0	\$500
Dissemination	\$1,000	\$417	\$417	\$0
Attorney	\$20,000	\$8,333	\$10,520	(\$2,187)
Annual Audit	\$4,123	\$1,718	\$23	\$1,695
Trustee Fees	\$4,310	\$1,796	\$0	\$1,796
Management Fees	\$58,482	\$24,368	\$24,368	\$0
Computer Time	\$1,000	\$417	\$417	\$0
Travel & Per Diem	\$0	\$0	\$100	(\$100)
Postage	\$2,500	\$1,042	\$1,875	(\$833)
Printing & Binding	\$1,600	\$667	\$467	\$200
Newsletter Printing	\$32,000	\$13,333	\$16,931	(\$3,597)
Rentals & Leases	\$5,000	\$2,083	\$2,400	(\$317)
Insurance	\$34,278	\$34,278	\$36,737	(\$2,459)
Legal Advertising	\$500	\$208	\$59	\$149
Other Current Charges	\$1,250	\$521	\$451	\$69
Property Taxes	\$12,000	\$12,000	\$12,408	(\$408)
Office Supplies	\$100	\$42	\$63	(\$21)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$202,748</b>	<b>\$111,576</b>	<b>\$112,527</b>	<b>(\$952)</b>

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

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending February 28, 2018

ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
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**Field:**

Field Management Services	\$322,330	\$136,371	\$138,519	(\$2,148)
Gate Attendants	\$209,457	\$87,274	\$88,024	(\$750)
Pool Attendants	\$12,495	\$5,206	\$2,535	\$2,672
Pest Control	\$1,750	\$729	\$775	(\$46)
Security/Fire Alarm/Gate Repairs	\$5,000	\$2,083	\$3,245	(\$1,162)
Telephone/Internet	\$13,600	\$5,667	\$5,510	\$157
Electric	\$216,000	\$90,000	\$90,192	(\$192)
Water	\$12,000	\$5,000	\$4,725	\$275
Gas	\$15,000	\$15,000	\$19,112	(\$4,112)
Refuse	\$10,500	\$4,375	\$3,057	\$1,318
Clubhouse Maintenance	\$105,000	\$43,750	\$48,653	(\$4,903)
Pool and Fountain Maintenance	\$20,000	\$8,333	\$9,188	(\$854)
Landscape Maintenance	\$176,007	\$73,336	\$72,909	\$427
Plant Replacement	\$7,000	\$2,917	\$3,609	(\$692)
Irrigation Repairs	\$7,500	\$3,125	\$247	\$2,878
Lake Maintenance	\$18,540	\$7,725	\$10,525	(\$2,800)
Wetland Mitigation and Maintenance	\$34,800	\$14,500	\$7,300	\$7,200
Permits/Inspections	\$2,160	\$900	\$312	\$588
Office Supplies/Printing/Binding	\$4,000	\$1,667	\$3,529	(\$1,862)
Operating Supplies	\$25,000	\$10,417	\$22,061	(\$11,644)
Credit Card Processing Fees	\$3,500	\$1,458	\$2,284	(\$826)
Dues & Subscriptions	\$8,500	\$3,542	\$2,206	\$1,336
Decorations	\$2,000	\$833	\$628	\$206
Special Events	\$130,000	\$113,345	\$113,345	\$0
Storm Damage	\$0	\$0	\$303,316	(\$303,316)
Traffic Accident Damage	\$0	\$0	\$4,716	(\$4,716)

<b>TOTAL FIELD</b>	<b>\$1,362,139</b>	<b>\$637,552</b>	<b>\$960,520</b>	<b>(\$322,968)</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$1,564,886</b>	<b>\$749,128</b>	<b>\$1,073,048</b>	<b>(\$323,920)</b>
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**OTHER SOURCES AND USES**

Capital Reserve-Transfer Out	(\$260,194)	(\$260,194)	(\$260,194)	\$0
<b>TOTAL OTHER SOURCES AND USES</b>	<b>(\$260,194)</b>	<b>(\$260,194)</b>	<b>(\$260,194)</b>	<b>\$0</b>

<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$593,754</b>
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<b>FUND BALANCE - Beginning</b>	<b>\$0</b>	<b>\$425,077</b>
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<b>FUND BALANCE - Ending</b>	<b>\$0</b>	<b>\$1,018,831</b>
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<sup>(1)</sup> Assessments are shown net of Discounts and Collection Fees.



**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Capital Projects Reserve Fund**  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
<b>REVENUES:</b>				
Interest Income	\$100	\$42	\$1,548	\$1,506
Capital Reserve-Transfer In FY 18	\$260,194	\$260,194	\$260,194	\$0
<b>TOTAL REVENUES</b>	<b>\$260,294</b>	<b>\$260,235</b>	<b>\$261,742</b>	<b>\$1,506</b>
<b>EXPENDITURES:</b>				
Capital Projects:				
Restaurant Equipment	\$0	\$0	\$5,344	(\$5,344)
Ballroom Window Replacement	\$66,000	\$27,500	\$0	\$27,500
Bowling Alley Equipment & Scoreboards	\$25,000	\$10,417	\$0	\$10,417
Computer Allowance	\$5,000	\$2,083	\$550	\$1,533
Pool Fence Panel Refurbishment	\$16,000	\$6,667	\$0	\$6,667
Fitness Equipment	\$19,000	\$7,917	\$0	\$7,917
Fitness Center Restroom Refurbishment	\$0	\$0	\$3,260	(\$3,260)
HVAC Replacement	\$20,000	\$8,333	\$785	\$7,548
Landscape Refurbishment	\$10,100	\$4,208	\$0	\$4,208
Pavement Management-Parking lot Resurfacing/Striping	\$70,000	\$29,167	\$0	\$29,167
Pavement Management-2993 LF Gullane, Dornoch, Robellini	\$165,000	\$68,750	\$0	\$68,750
Pool Equipment	\$10,000	\$4,167	\$2,635	\$1,531
Restaurant Equipment Allowance	\$15,000	\$6,250	\$508	\$5,742
Stormwater System and Curb Repairs	\$25,000	\$22,080	\$22,080	\$0
Ticketing Software	\$10,000	\$4,167	\$0	\$4,167
Traffic Calming Speed Humps (2)	\$7,500	\$3,125	\$0	\$3,125
Other Current Charges	\$650	\$271	\$176	\$95
Capital Reserves	\$71,920	\$29,967	\$0	\$29,967
<b>TOTAL EXPENDITURES</b>	<b>\$536,170</b>	<b>\$235,067</b>	<b>\$35,338</b>	<b>\$199,729</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$275,876)</b>		<b>\$226,404</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$275,876</b>		<b>\$280,425</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$506,829</b>	

**LAKE ASHTON**  
**COMMUNITY DEVELOPMENT DISTRICT**

**SERIES 2015**

**DEBT SERVICE FUND**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending February 28, 2018*

ADOPTED BUDGET	PRORATED THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
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**REVENUES:**

Interest Income	\$0	\$0	\$285	\$285
Assessments - Levy	\$477,921	\$439,762	\$439,762	\$0
<b>TOTAL REVENUES</b>	<b>\$477,921</b>	<b>\$439,762</b>	<b>\$440,047</b>	<b>\$285</b>

**EXPENDITURES:**

**Series 2015A-1**

Interest - 11/01	\$111,625	\$111,625	\$111,625	\$0
Interest - 5/01	\$111,625	\$0	\$0	\$0
Principal - 5/01	\$205,000	\$0	\$0	\$0
Special Call - 11/01	\$25,000	\$25,000	\$55,000	(\$30,000)

**Series 2015A-2**

Interest - 11/01	\$15,125	\$15,125	\$15,125	\$0
Interest - 5/01	\$15,125	\$0	\$0	\$0
Principal - 5/01	\$20,000	\$0	\$0	\$0
Special Call - 11/01	\$0	\$0	\$5,000	(\$5,000)

<b>TOTAL EXPENDITURES</b>	<b>\$503,500</b>	<b>\$151,750</b>	<b>\$186,750</b>	<b>(\$35,000)</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$25,579)</b>	<b>\$253,297</b>		
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<b>FUND BALANCE - Beginning</b>	<b>\$165,434</b>	<b>\$449,110</b>		
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<b>FUND BALANCE - Ending</b>	<b>\$139,855</b>	<b>\$702,407</b>		
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**LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT  
Long Term Debt Report  
FY 2018**

<i>Series 2015-1, Special Assessment Bonds</i>		
Interest Rate:	5.000%	
Maturity Date:	5/1/2025	\$1,965,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/2032	\$2,500,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2017		\$4,465,000.00
	November 1, 2017 (Special Call)	(\$55,000.00)
	May 1, 2018 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$4,410,000.00</b>

<i>Series 2015-2, Special Assessment Bonds</i>		
Interest Rate:	5.000%	
Maturity Date:	5/1/2025	\$170,000.00
Interest Rate:	5.000%	
Maturity Date:	5/1/2037	\$435,000.00
Reserve Requirement:	50% Maximum Annual Debt Service	
Bonds outstanding - 9/30/2017		\$605,000.00
	November 1, 2017 (Special Call)	(\$5,000.00)
	May 1, 2018 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$600,000.00</b>

<b>Total Current Bonds Outstanding</b>		<b>\$5,010,000.00</b>
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**Lake Ashton  
Community Development District**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
<i>Revenues</i>													
Maintenance Assessments	\$0	\$1,392,092	\$75,013	\$20,636	\$7,485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,495,226
Rental Income	\$5,450	\$3,475	\$6,750	\$7,000	\$5,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,075
Entertainment Fees	\$96,050	\$14,974	\$10,991	\$9,342	\$3,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$135,355
Newsletter Ad Revenue	\$23,057	\$9,770	\$5,299	\$17,571	\$7,847	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,543
Interest Income	\$342	\$188	\$180	\$200	\$1,208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,118
Miscellaneous Income	\$1,911	\$870	\$4,981	\$1,126	\$1,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,016
Restaurant Lease	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Insurance Proceeds	\$0	\$4,716	\$0	\$0	\$182,946	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$187,662
<b>Total Revenues</b>	<b>\$127,809</b>	<b>\$1,427,084</b>	<b>\$104,213</b>	<b>\$56,875</b>	<b>\$211,014</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,926,995</b>
<i>ADMINISTRATIVE:</i>													
Supervisor Fees	\$250	\$250	\$200	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
FICA Expense	\$19	\$19	\$15	\$19	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92
Engineering	\$900	\$1,350	\$1,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,825
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Attorney	\$1,714	\$2,156	\$1,405	\$2,717	\$2,528	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,520
Consulting Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,874	\$4,874	\$4,874	\$4,874	\$4,874	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,368
Computer Time	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Travel & Per Diem	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Postage	\$341	\$672	\$464	\$199	\$199	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,875
Printing & Binding	\$115	\$111	\$138	\$0	\$103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$467
Newsletter Printing	\$3,200	\$3,571	\$3,321	\$3,439	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,931
Rentals & Leases	\$709	\$187	\$320	\$998	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400
Insurance	\$36,737	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,737
Legal Advertising	\$0	\$0	\$0	\$59	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59
Other Current Charges	\$81	\$186	\$66	\$8	\$111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451
Property Taxes	\$0	\$12,408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,408
Office Supplies	\$0	\$0	\$0	\$58	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative</b>	<b>\$49,281</b>	<b>\$26,050</b>	<b>\$12,544</b>	<b>\$12,811</b>	<b>\$11,842</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112,527</b>

**Lake Ashton  
Community Development District**

General Fund  
Statement of Revenues and Expenditures (Month by Month)  
FY 2018

	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEP 2018	TOTAL
<i>Field:</i>													
Field Management Services	\$28,939	\$25,690	\$37,338	\$26,264	\$20,288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138,519
Gate Attendants	\$17,756	\$17,290	\$17,739	\$18,363	\$16,876	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,024
Pool Attendants	\$0	\$0	\$257	\$2,278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,535
Pest Control	\$120	\$120	\$120	\$120	\$295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$775
Security/Fire Alarm/Gate Repairs	\$1,153	\$1,079	\$168	\$130	\$715	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,245
Telephone/Internet	\$948	\$1,002	\$1,764	\$898	\$898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,510
Electric	\$18,266	\$17,551	\$18,278	\$18,251	\$17,845	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,192
Water	\$814	\$976	\$970	\$1,004	\$962	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,725
Gas	\$4,522	\$2,478	\$3,588	\$5,552	\$2,973	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,112
Refuse	\$379	\$851	\$379	\$1,070	\$379	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,057
Clubhouse Maintenance	\$8,551	\$5,706	\$15,519	\$11,537	\$7,341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,653
Pool and Fountain Maintenance	\$1,528	\$2,765	\$1,965	\$1,365	\$1,565	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,188
Landscape Maintenance	\$14,240	\$14,667	\$14,667	\$14,667	\$14,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,909
Plant Replacement	\$0	\$765	\$0	\$2,844	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,609
Irrigation Repairs	\$0	\$0	\$0	\$0	\$247	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$247
Lake Maintenance	\$1,545	\$1,545	\$4,345	\$1,545	\$1,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,525
Wetland Mitigation and Maintenance	\$0	\$0	\$7,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,300
Permits/Inspections	\$0	\$0	\$0	\$0	\$312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$312
Office Supplies/Printing/Binding	\$1,017	\$339	\$204	\$1,357	\$611	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,529
Operating Supplies	\$2,432	\$4,099	\$3,335	\$10,410	\$1,785	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,061
Credit Card Processing Fees	\$246	\$1,113	\$340	\$391	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,284
Dues & Subscriptions	\$219	\$234	\$198	\$1,357	\$198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,206
Decorations	\$0	\$368	\$0	\$260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$628
Special Events	\$982	\$4,665	\$9,799	\$66,788	\$31,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,345
Storm Damage	\$1,305	\$0	\$112,048	\$153,022	\$36,941	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$303,316
Traffic Accident Damage	\$0	\$4,716	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,716
<b>TOTAL FIELD</b>	<b>\$104,961</b>	<b>\$108,018</b>	<b>\$250,321</b>	<b>\$339,472</b>	<b>\$157,747</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$960,520</b>
<b>OTHER SOURCES AND USES</b>													
Capital Reserve-Transfer Out	\$0	\$0	\$0	(\$260,194)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$260,194)
<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$260,194)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$260,194)</b>
<b>Subtotal Operating Expenses</b>	<b>\$154,242</b>	<b>\$134,068</b>	<b>\$262,865</b>	<b>\$612,477</b>	<b>\$169,589</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,333,241</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$26,433)</b>	<b>\$1,293,016</b>	<b>(\$158,652)</b>	<b>(\$555,602)</b>	<b>\$41,425</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$593,754</b>