

The Legal Separation and/or Agreement between East Lake Park Homeowners Civic Club, Inc and East Lake Park Special Dependent District

FOREWORD: The information contained within this report is based on 16 years of participation in the business operations regarding the improvement and maintenance of East Lake Park. An extensive review of the legal charter documents was performed for East Lake Park Homeowners Civic Club (referred to as “**Club**” forward) and East Lake Park Special Dependent District (referred to as the “**District**” forward). These (2) organization that operate and govern within the district known as East Lake Park. The findings of this report, although damning, are not intended to place blame or accuse of any individual Homeowner, Trustee, Board Member; current or past of any Individual criminal and/or civil wrong doing and/or individual liability, as these organizations have operated collectively.

OBJECTIVE: The objective of this report is to shed light on current structures of the Club and District and the deficiencies of each organization , as they relate to each other, and corrective measure required to ensure not only the continued success of each organization but also the community known as East Lake Park. Hopefully, thru thoughtful discussions of the topics in this report and legal consultation, an agreement can be created and executed by the District and the Club, to satisfy a request on February 17, 2016, from Mary Mahoney, the District liaison to the Hillsborough County Board of County Commissioners, regarding concerns on the use and expenditures of government funds to the Club’s operation and contractual obligations.

BACKGROUND:

On February 29, 1960. The East Lake Park Homeowner’s Civic Club, Inc. (Club) was established, as a Not-for-Profit Corporation in the State of Florida, thru its Articles of Incorporation. Its Objective was “to take an active part in civic improvement/and protection, and to promote good fellowship and harmony throughout the community. “ The Articles of Incorporation defined the “Membership” as “each family, or individual over the age of 21 years, or married, homeowner residing in East Lake Park and interested in the objectives and upon *payment of prescribed dues*”.

As a direct resultant of this Incorporation, the Club became the recipient of two parcels of land from West Coast Land Development via a Deed, which was executed in 1964 and recorded in the Official Record Book 1407, Page 795 on February 9, 1965. The (2) parcels are composed of what is now known as the Civic Center and Grounds of the East Lake Park community, which includes a 3,216sf Building situated on over an acre of land use as a park with a Playground, Dock and Boat Ramp to access the 100 acre private lake and canals that abut the majority of the parcels in East LakePark. The fee simple Deed placed the following legal limitations and restrictions on the Corporation regarding these (2) Parcels:

1. Property herein above conveyed shall be used for park, recreational and social purposes by all the residents of East Lake Park Subdivision, including the use of the beach and boat ramp facilities.

2. No alcoholic beverages shall be sold on the above described property nor shall any alcoholic beverages be dispensed or consumed on the above described property, except in the club house and such use shall be subject to the control and regulation of the grantee.
3. No commercial use shall be made of said property
4. The use of the beach facilities on the said property said property shall be restricted to the hours between 8:00 o'clock A.M., and 10:00 o'clock P.M. of each day. The use of the social and other recreational facilities shall be restricted to the hours between 8:00 o'clock A.M., and 10:30 o'clock P.M. on weekdays and between 8:00 o'clock A.M., and 1:00 o'clock A.M. on Friday, Saturdays and Legal Holidays ends.
5. The Property shall be maintained as a park and recreational area and shall not be sold or mortgaged. *Failure to maintain park, buildings and improvements thereon proper condition and state of repairs shall be cause for title to said property to revert to grantors herein.*

For the next 40 years the Club, relied solely on its memberships prescribed dues, charitable contributions and volunteer labor as there was no other legal funding sources for the improvement and maintenances of the property owned and operated by the Club. In the late 1990's, it was apparent the Club's funding sources had dwindled and the Club could no longer meet the financial obligations nor the restrictions of the Deed and compliance with objectives outlined with in its Articles of Incorporation. With the Club on brink of collapse and the neighborhood in ill-repair, a group of concerned Homeowners canvassed the neighborhood for votes on a new funding source for the improvement and maintenance of East Lake Park including the building and park owned by the Club.

On November 12, 1998, East Lake Park Special Dependent District (District) was established by majority vote of the Homeowners and ratified by the Hillsborough County Board of County Commissioners (referred to as "BOCC", forward). A Dependent District is defined by the BOCC, as a Local Special Purpose Government. "Ordinance #98-53" (herby referred to as the " Ordinance") was the legal charter document that outlined the parameters and operation of the District, as overseen the BOCC and the State of Florida. The District's funding source for its operation is a special assessment against all parcels of property situated within the district. The assessment shall not exceed One Hundred (\$100.00) Dollars per annum per parcel except upon approval by referendum of qualified voters of the district. The purpose as outlined in Ordinance was for "continued development, administration and maintenance of the Unincorporated area known as East Lake Park. The BOCC found that creation of District "promotes the public health, safety and welfare." of the district.

Since 1998, One major conflict was not addressed in the formation of the District, was the District had no way to Quit Claim the property from the financially insolvent Club due to the restrictive Deed regarding its sale. By legal default, the Club retained ownership and control over the use regarding the Civic Center Building and Grounds despite its current violation of the Deed regarding its " *Failure to maintain park, buildings*

and improvements thereon proper condition and state of repairs” The Deed states the breach of the fiduciary responsibility of the Corporation shall be cause for the title to the property to revert to the previous Grantors and therefore making the Club insolvent and dissolved from a legal perspective. It has been determined, in the Becker Law Memorandum, that reverter clause expired after 21 years due to a law passed in 1951 that limits reversionary interests in such as the one created in the Club’s deed. However, the Statute 689.18 does not invalidate all the limitations of the Deed. In particular, the Statute does not affect the validity of the other restrictions set forth in the Deed, and Articles of Incorporation created to receive said Parcels in the Deed, and allows a court to enforce the same if a Homeowner believes they are not or will not be followed, which is now the case in creation of this report. To date there have been no legal changes or amendments to the Articles of Incorporation or Deed from the 1960’s. Furthermore, there has been no contractual agreement by the District to the Club to substantiate the Club ability or willingness to correct violations with regard to the limitations of the deed. There has been no District oversight to ensure the Club is operating in compliance with its own Articles of Incorporation, Deed and Local, State and Federal Statutes, as required by law regarding the procurement and expenditure of Government and Taxpayer Funds from the District for the Club’s operation and legal obligations.

DISTRICT EXPOSURE AND SUMMARY OF CLUB’S CORPORATE VIOLATIONS:

Since there is no formal agreement between the District and the Club, the legality of this arrangement has been questioned by District Board Members, Homeowners, Mary Mahoney (BOCC District Liaison) and a cursory review from the Becker Law firm (issued via a Memorandum) regarding the legal exposure to the District, Club, Club Property relative to the Districts investment in the Club’s Building, Property and Operations. In lieu of a legal and binding agreement with the Club for funding and oversight, the District has used the narrow language only found in Section 14.8 of the Ordinance, citing the district can “ expend funds to maintain property not owned by the district” while abandoning the broader powers entrusted to it by the Ordinance for the protection of the District and therefore the Building and Property owned by the Club. Over past 23 years, over \$500,000 of taxpayer money (90% of the District’s annual budget), has gone to direct to the Improvement, Maintenance and Operational expenses that are legal responsibilities and obligations of the Club, as Incorporated. As direct resultant of the District’s investment in the Club’s operations and legal obligations, the Club’s assets are now value between \$750,000 to \$1million Dollars, in today’s Real Estate market, with no financial value to the District on paper. The Civic Center building now funded by the taxpayers has remained unused or unoccupied, on average, 90% of the fiscal year under the control of the Club and at the expense of the District. This loose financial arrangement between the District and Club has led to substantial conflict and turmoil among Homeowners, Trustees of the Club and District and of concern to the BOCC, as there is no formal agreement or legal separation between the District and Club.

By no fault of their own the District and Club Boards have almost become indistinguishable over the years, as many of the Trustees have actively maintained a seats on both Boards at the same time, due to poor community participation and/or lack of interest in the objectives of the Club and the District. The District now spends the majority of its monthly meetings and volunteer time discussing, negotiating and executing debt contracts, satisfying debt and tracking operational expenses that are the contractual obligations of the Club, as defined by it's Incorporation. It has now become common for Club Debt contracts to be excepted and satisfied by District on behalf of the Club, sometimes without the Club's knowledge. In essence, The District has assumed ownership of the Civic Center Building and Grounds despite any legal authority, as the property is not owned or leased by the Trustees of the District leading to further confusion and frustration in the district regarding the legality of this arrangement.

The District has knowingly abetted the Club, in its violation of the restrictions of its Deed and Articles of Incorporation regarding use and rental of the Civic Center Building and Grounds. The Club's Articles of Incorporation and current Bylaws exclude any language regarding of rental of the property owned by the Club nor discuss the operation, rates and rules regarding this rental program. The Club's Deed specifically restricts commercial use of this property, in clause #3, despite the collection of money for rental of the property by Homeowners in the district for specified use of the said property. Additionally, the Deed specifically states, in clause #1 that the property of Club is available for use by all residents of East Lake Park for Social and Recreational Purposes assuming the resident meets the requirements of the Articles of incorporation regarding membership, home ownership and payment of prescribed dues. Furthermore, the District receives no contributions or refunding from the Club's rental program for the utilities and maintenance expenses attributed to these rentals and paid for by the district taxpayers. It can be stated that without the Districts direct investment in the Clubs operation and legal obligations, the rental of the Civic Center Building and Grounds would not be financial viable for the Club and this arrangement subverts the Ordinance and the laws of the State of Florida regarding local government expenditures. Another point of contention, if determined rentals are determined legal, is that the Building and Grounds are rented below market value and cleaning fees are included in the cost of the rental verses on top of the rental costs, as dictated by rental market research, creating further financial burden for the taxpayers of the district regarding this rental program by the Corporation.

East Lake Park is a Waterfront Recreational Community and the Club's property includes a waterfront park and boat ramp with access the use of the 100 acre private recreational lake and canals abutting the majority of parcels in the district. The park and boat ramp were created to serve as a major attraction and selling point to ensure "Membership" in the Club annually and to attract new homeowners to the community and therefore increased "Membership" in the Club. Over time, the Club has not enforced it Articles of Incorporation nor adopted Bylaws clarifying its membership's prescribed dues that desperately needed for the continued operation and pursuit of the Club's corporate objective despite increased maintenance cost and inflation over the past 60 years. As a resultant, to date there are no legal "Members" or "associated

benefits of members, offered to the district taxpayers, despite this specific language found in the Articles of Incorporation. The “prescribed dues” that once gave the Homeowners access to the Property and Voting Rights in the operation of the Club were illegally converted to unequal fees with no membership and no voting rights in the operation of the Club, a direct conflict within the Articles of Incorporation. Currently, the Club charges Homeowners \$25/annually to access the Park Grounds (ONLY) and \$50/annually for Homeowners to use the Boat Ramp on the same property with no legal authority. These two amenities are of equal benefit afforded to the “Membership” of the Club thru payment of the prescribed dues. The fees are also in violation of the Homeowners’ equal rights to the “Real Estate” as defined in the Articles of Incorporation and restrictions of the Deed. Furthermore, the investment of the District into the Club’s operation and maintenance of the Park and Boat Ramp should bring pause to the legality and equality of these fees to the taxpayers and the possible double taxation. Additionally, these fees are in direct violation of the Deed regarding commercial use of the property as the park’s access and use of the boat ramp now include non “Members” of the Club and/or individual that may not be taxpayers in the district.

Additionally the Club has failed to promote safety, security and protection its “Membership” and the Property it owns. For 15 years after the inception of the District, the park grounds was left open to the general public which led to gang activity, sexual perversion, crime, drugs use and property damage repairs at the expense of the District not the Club, as required by law. After 5 years of heated discussion and a vote, the District intervened to address the Club’s violation of the Deed. The District installed and continues to maintain (8) Security Cameras, several Desktop Computers for Security Software and an Electronic Gate Access system for the promotion of the public health, safety and welfare of the district and “Membership” of the Club. This issue continues to be a topic of contention, as the Club would like to continue to leave park open to the general public at expense of the District and potential liability to Insurance Policies that are negotiated and paid for by solely by the District.

The Club continues to operate outside the bounds of Local, State and Federal laws regarding Not-for-Profit corporations and is in violation of its Articles of Incorporation and its Deed regarding the following:

1. The Club has never applied or received a 501(a) “determination letter” to be tax exempt. A record search in the IRS Non-profit database shows no Tax-exemption for the Club. Failure to maintain Tax exempt status for Not for Profit Corporation, as determined by the IRS subjects the Club to unpaid Local, State and Federal on taxes for property and income.
2. The Club has never filed a State of Florida returns to the Department of Revenue, (Form F-1120 or Form F-1120A) on any rental income, boat ramp and gate fees, as the fees are not Membership due and do not serve the definition of a Not for Profit corporation which is to fulfill an owner’s organizational objectives not for the benefit of public good.
3. The Club has never issued any W-2 or 1099 forms for any services rendered to the Club by non-members. I.e. Past compensation to non-members for

cleaning of rentals and canal maintenance as there is no legal membership record for the Club.

4. The Club has not filed Reemployment tax for its workers and there have been no submissions of quarterly reports, required by Law.
5. The Club has made to no payment to Unemployment Compensation Trust Fund regarding its employment.
6. The Club has not filed any IRS Form 990, as required by law to maintain Tax-exempt status. The IRS automatically revokes tax exemptions if forms are not filed for 3 years.
7. The Club's Bylaws are in direct conflict with its Articles of Incorporation which take precedent unless otherwise amended by the majority vote of the all Homeowners in the district. The conflicts are the following:
 - a. **Board of Directors and Officers** - The Articles of Incorporation state that the Business affairs of the corporation shall be managed by a President, Vice President, Twelve Trustees, Recording Secretary, Corresponding Secretary and Treasurer elected each year from defined "Membership". While the Bylaws state the Business Affairs of the corporation are shall be managed President, Vice President, Recording Secretary, Corresponding Secretary and Treasurer must be Homeowners residing in East Lake Park and Trustees may be Renters residing in East Lake excluding any language regarding the "Membership" requirements as defined.
 - b. **Number and Type of Qualified Trustees** - The Articles of Incorporation states there should be twelve trustees elected from the membership over the age of 21 years. While the Bylaws state, a maximum of 7 trustees over the age of 18 years including renters and therefore giving voting rights to non-qualified members in the business affairs of the corporation.
 - c. **Quorum for management of Club Operations and Business Activities** - The Articles of Incorporation states, a quorum shall consist of (10) Ten percent of the total Membership for the transaction of business, except that in any amendment of this Charter, a majority vote of the total membership shall decide. The Bylaws states, a quorum shall consist of Five officers and trustees. In the event of not having five Board Members or Trustees at the meetings regular daily business of the Club can be conducted via phone by Three Officers and Trustees, as define by the Bylaws only. This is not a legal way to conduct the business of a Corporation for the public good.
 - d. **Meetings for Management of Club Operations and Business Activities** - The Articles of Incorporation states 'Regular meetings shall be held Monthly, on the day and time to be fixed in the Bylaws, and at a place designated by the President. The Bylaws make no mention of the day a time nor has the Club held regular monthly meeting consistent with the definitions of "Membership" and " Quorum" requirements outlined in the Articles of Incorporation.

- e. **Real Estate, as defined** - The Real Estate Section in Articles of Incorporation states the Club property shall be used by the Corporation and its members for the purposes in keeping with the objective of the organization. While the Bylaws disenfranchise Membership and its prescribe benefits thru direct contradictions on who may use the property and associated unequal fees for use of the said Build and Park property.
8. The Club is in direct violation of its restrictive Deed and/or its current Articles of Incorporation and Bylaws, unless amended by the majority of the Homeowners. The conflicts are the following:
- a. **Park and Facility Hours** - The Deed states use of the park beach to be 8am to 10pm each day and the use of social and recreational facilities to be 8am to 10:30pm weekdays and 8am to 1am on Friday, Saturday and legal holidays. The Bylaws state the park hours are 8:30 am to 8:30 pm everyday in direct violation of the Deed.
 - b. **Commercial use of the Building** - The Deed states there shall be no commercial use of the property owned by the Club. Bylaws state restrictive language regarding use and rental of the Building and Grounds for residents including renters while excluding the rights and benefits afforded to the "Membership" as defined by the Articles of Incorporation and Deed to the Corporation.
 - c. **Real Estate, as defined** - The Deed states the Property of the Corporation
9. The Club in violation of its restrictive Deed specifically, unless amended by the majority of the Homeowners. The conflicts are the following
- a. **Maintenance of the Property** - The Deed states the Corporation's shall be maintained as a park and recreational area for the common use of all residents and consist with the Club's Incorporation. Failure to maintain the park, buildings and improvements thereon in a proper condition and state of repairs shall be cause for title to said property to revert to the grantee. The District not the Club has maintained Building and Park grounds over the past 23 years with no right of legal title or said property.

CONCLUSION AND RECOMMENDATION:

It could be inferred and backed-up by Treasurer's Reports that the District has been the primary conservatorship Club, Civic Center Building and Grounds since it inception in 1998. The District was never created for the sole purpose of keeping a Corporation solvent or for Club to be used as front to subvert the laws regarding the use of government and taxpayer funds.

It is the recommendation thru the findings in this report, that the District Trustees seek an Injunction and Declaratory Judgement against and for the Club, on behalf of the Taxpayers/Homeowners who have been disenfranchised by the violations of the Club, in its current form, and provide clarity to the legality of the Club's operations relative to the current conflicts between its Articles of Incorporation, Bylaws and violation of the restrictions in its Deed. This may sound like a hostile act by the District against the Club and its property. This action is solely for the purpose of protection of the property owned by the Club and now 100% maintained by the taxpayers of the district with little to no representation in the Club due to its Membership practices. The goal is to adopt and ratify the findings of the court into the amendment of existing Charter Documents and/or the creation of a legal agreement between the District and Club bringing clarity to the financial transactions and for the continued success of the District, Club and therefore the community of East Lake Park. This action is consistent with the powers of the District outline in the Ordinance and Florida Statute 689.19, regarding use of public lands.

Additionally the goal is not to dissolve the Club, as the Club has been an integral part of the community for the past 60 years. The Club has more legal freedom for the promotion of goodwill and harmony within the community than allowed by Ordinance for the District. It is important the Club be in legal compliance so it can continue to pursue the stated objectives of the Corporation which has led to the following benefits in the community and district:

- Publication and distribution of community newsletter called "The Parker" for the communication of the Club and District business to a residents of East Lake Park and the district.
- Senior Luncheons honoring long time residents that may be living a home alone with the inability to regularly participate in the Club.
- Easter Egg Hunts for the child living in the district.
- Social gatherings including, St. Patty's Day, Halloween and Holiday Events for social interactions of Club Members.
- Christmas Decoration Contests promoting holiday spirit within the district.
- Sponsorship of a Fall Festival that raised \$500 Dollars thru donations for the promotion of small businesses and individual crafters within the district.
- The appointment of a Crime Watch Committee ,by the Presidential powers of the Club that coordinated with the community liaison from Hillsborough County Sheriff's Department to address crime and safety concerns within the district and report important information regarding this matter to the residents of the district.
- The appointment of a Lake Management Committee, by the Club President, that actively researched and addressed environmental concerns for the Lake and canals that abuts the parcels within the district . This committee applied, excepted and completed (2) \$5,000 dollar grants awarded by Hillsborough County and the Southwest Florida Water Management District for Environmental stewardship of the Lake. The Club was the recipient of a Neighborhood Award from Hillsborough County this program. The award was stolen by

one of the previous Board Members and therefore not on display or visible for the accomplishments of the Club and the district.

- Sponsorship of Townhall meetings and Invitation to guest Speakers from Hillsborough County Departments and Commissioners of the BOCC. These townhall meeting allowed residents of the district direct access to leaders to express concerns that may impact public health, safety and welfare of the district.
- Allowed special interest groups, such as craft within the Club use of the Building free of charge for non-profit gatherings to promote friendship, such as the Crafters.

It is the recommendation, the Club actively seek to correct the conflicts and violation in it operation thru in the ownership and use of the property consistent with the Articles of Incorporation, Bylaws and the existing Deed. Any Agreement between the District and Club will require the Club to be in full compliance of its Articles of Incorporation and restrictive Deed as required by law for the District and Government contracts.

Furthermore, the creation of an agreement between the Club and District should include the following points for considerations and/or language addressing these concerns:

1. As prescribed by the Ordinance, the District may in their discretion expend funds for the maintenance of property not owned by the district. All other language within the Ordinance cited property owed or leased by the District. A review from the BOCC regarding the Districts expenditures may affect the Club's financial status. An example is General Liability Insurance and Property Insurance for property owned but the Club. It may be determined that insurance in the name of the Club is not a legal expenditure for the District as the District has legal claim to the property it is insuring. This would result in the Club's re-assumption of debt regarding these insurance policies as defined in the Articles of Incorporation regarding "Real Estate" of the corporation.
2. Currently the District funds 100% of the publication of "The Parker" Community Newsletter created by the Club. This publication includes approximately, 1 to 3 pages of Meeting Minutes of the District in the 5-6 page publication. As part of the agreement, The District can pay the Club to perform the administrative function for publication of these Meeting Minutes. In exchange the Club would receive funding for the entire newsletter including the Club Business since it is mutually beneficially to all parcels in East Lake and meets the requirements of District for publication of the Meeting Minutes, unless otherwise clarify by Florida State Statutes or the Board of County Commissioners as legality of this expenditure by the District since it does qualify as an expense under Section 14.8 of the Ordinance regarding "expending funds to maintain property not owned by the district." It is recommended the District receive a determination on legality of this expenditure from the Hillsborough County BOCC.

3. The Club shall maintain compliance with its existing Articles of Incorporation, Bylaws and restrictive Deed and correct any conflicts with Bylaws or required amendment to its Articles of Incorporation to satisfy said compliance with Local, State and Federal law. Failure of the Club to remain compliant should result in termination of any agreement and legal recourse for the corporation to correct any violations.
4. Club, as a Not-for-Profit Corporation, should remain in compliance with Local, State and Federal law regarding reporting and filings for Non-Profit Corporations.
5. Club shall actively seek a Membership and to meet the Quorum Requirements and Voting Requirements to conduct business as defined in the Articles of Incorporation. A strong membership is critical to success of the Club and financial solvency to meet its defined corporate objectives which are “to take an active part in civic improvement/and protection, and to promote good fellowship and harmony throughout the community.” There should be language regarding efforts of the Club to actively encourage and promote Membership and the collection of prescribed dues of the Club, as the “dues” are the only legal funding source to meet the Club’s operational expense that are currently paid for by the taxpayers of the District. The agreement should require the Club to present yearly statistics showing that the Club is actively focused on increased Membership and that associated dues are consistent with the market and increased cost due to inflation. Without this financial burden on the district taxpayers increases depleting the district spending powers.
6. The agreement should hold the Club to the same standard regarding Budget Approvals and Club expenses, since Government Funds are expended on behalf of the Corporation. The District’s proposed Budget Submission Package for the upcoming fiscal years is due to the BOCC in June each year. As part of any agreement, The Club should be required to attend the District’s Mandatory Budget Hearing and present the Club’s proposed Budget for their upcoming fiscal year including all back-up regarding the values of the expenses for consideration. And it should be stated that upon review and approval these expenses by the District they will be included in District’s Budget Package submission to the BOCC for approval.
7. Additionally The agreement should require the Club to provide documentation or make available to the District, that the Club has maintained in compliance with all Federal and State laws regarding Non-Profit Corporation consistent with the Articles of Incorporation as outline in the Indenture Deed with respect to the cited restrictions which remain enforce unless there has been a Declaratory Judgement by a court of law in the State of Florida. The Club could seek to amend the Articles of Incorporation and a seek a Declaratory Judgment regarding the outdated Deed. This would require a Majority Vote of the Property Owners in the District and in accordance Florida State Laws regarding possession of Indenture Land for Public Use.
8. The District and Club, in the process of clarifying or modifying the Deed, propose and adopt an amendments regarding the Dissolution of the Club for default of the Deed and inability to maintain good standing with Federal and

State Statutes. The expired Reverter clause of the Deed should be amended to add the District as the Beneficiary of the Property should the Club continue to default on the enforceable restrictions outlined in the current Deed. The current reverter clause in the Deed has been determined to be null and void, in accordance with Florida State Statute 618.19, leaving no succession plan for the Club and its Failure to meet its obligations. This clause should include that the District would assume the Improvement and Utility costs related to the continued maintenance and intent of the Club's Building and Grounds as a park. Furthermore, It can be stated that the Club's property have uniformly benefited the parcels of East Lake Park over the past 60 years, and it not in conflict with the Ordinance if the property acquired by the District thru the default of the Club.

9. Club, In the process of clarifying the Deed, clarify the Commercial use of the Property for the purposes to secure additional funding for the Club and therefore a reduction of financial burden on the District. It should be stated that the Commercial use of the Building and grounds should not violate the other restrictions regarding the use of the park and boat ramp.

In exchange and only for the Club meeting these requirements outlined and compliance with its Charter documents and the Local, State and Federal Laws, should the District should continue improve and maintain the property not currently owned by the District, as this agreement satisfies the Ordinance, regarding expenditures of governmental funds.

CLOSING:

Comments and corrections regarding spelling, grammar and/or unintended factual errors or omissions regarding this report are welcomed and encouraged to ensure the successful completion of objective outlined in this report.