

**MINUTES OF MEETING
ARBOR GREENE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arbor Greene Community Development District was held on October 12, 2004 at 6:30 p.m. in the Gathering Room of the Arbor Greene Recreation Center, 1800 Arbor Greene Drive, Tampa, Florida.

Present and constituting a quorum were:

Jeff Meehan	Vice Chairman
Christine Nelson	Assistant Secretary
David Bootcheck	Assistant Secretary
John Brickley	Supervisor

Also present were:

John Daugirda	Manager
Chuck Adams	Staff
John Ricciardi	Staff
Tracy Robin	Attorney
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

- **Acceptance of Resignation of Mr. Funk**

Mr. Daugirda stated we received a resignation from Mr. Funk who has done a great job since the inception of our Board. His term ends next month and we are looking for a motion to accept his resignation.

On MOTION by Mr. Meehan seconded by Ms. Nelson with all in favor Mr. Funk's resignation was accepted.

- **Acceptance of Resignation of Mr. Gratz**

Mr. Daugirda stated we also received a letter of resignation from Mr. Gratz. A motion to accept his resignation is in order.

On MOTION by Ms. Nelson seconded by Mr. Meehan with all in favor Mr. Gratz's resignation was accepted.

Mr. Daugirda stated thank you for your service.

The record will reflect that Mr. Gratz left the meeting at this time.

- **Appointment of Supervisors for Unexpired Terms of Office**

Mr. Daugirda stated Mr. Gratz held a two-year term ending November 2006. Mr. Funk's term expires November 2004 and no one has filed for that position. When an appointment is made in this instance the replacement supervisor will assume a carryover supervisory role and can be appointed to a four-year term ending 2008.

Ms. Nelson stated we have a four-year term and a two-year term. If Mr. Funk's position is a four-year term that has to be appointed, does it start November 1?

Mr. Daugirda responded it begins now and continues to the third Tuesday of November. The candidate who runs and is elected takes office on that date. Mr. Robin researched this point and advised us that the carryover supervisor serves a four-year term because no one has filed.

Is there a motion to appoint a replacement supervisor?

Ms. Nelson asked for the four-year term and not the two-year term? I have a name but he is not present tonight.

Mr. Daugirda responded it is your option but we recommend the four-year term.

Mr. Bootcheck stated I nominate Mr. Brickley for the term to expire in 2008.

Mr. Daugirda stated we have one nomination. Are there any other nominations?

There not being any,

On MOTION by Mr. Bootcheck seconded by Ms. Nelson with all in favor Mr. Brickley was appointed as supervisor for the term of office expiring 2008.
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Mr. Daugirda, being a notary public of the State of Florida, administered the Oath of Office to Mr. Brickley, a signed copy of which will be made a part of the official record.

Mr. Bootcheck stated Mr. Brickley is a 30-year veteran of the U. S. Marine Corps, he has been very active in attending our Board meetings for approximately four years, and he will serve the Board well.

A resident asked in what community?

Mr. Brickley responded Avalon.

Mr. Daugirda stated I understand you last served as Brigadier General. Your service is very distinguished and we are happy to have you join the Board.

Mr. Brickley stated thank you.

Mr. Daugirda stated we can take action on the other seat now, or we can continue with business and address it at our next meeting.

Ms. Nelson stated I can put in the name of Mr. Michael Becke(sp?) for nomination for the two-year seat and he will submit a letter to the Board between now and the next meeting for our review.

Mr. Daugirda stated that sounds good.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 11, 2004 Meeting

Mr. Daugirda stated you have received the minutes of August 11, 2004 meeting and asked for additions, corrections, or deletions.

Ms. Koscinski stated please revise the name of the speaker on Page 9 under the fifth order of business to read Ms. Nelson at the beginning of paragraph two and three, as well as in the first paragraph on Page 10.

Mr. Daugirda stated Ms. Koscinski also refers our attention to the text on Page 15 in the next-to-last paragraph which reads, "Mr. Robin responded you incorrectly interpreted my comment last meeting."

Ms. Koscinski stated the text reads Mr. Robin but I believe it is supposed to be Mr. Adams.

Mr. Robin stated that was the essence of a remark I made.

On MOTION by Ms. Nelson seconded by Mr. Bootcheck with all in favor the August 11, 2004 minutes of the meeting were approved as amended.

THIRD ORDER OF BUSINESS

Enrichment Program Contract and Discussion of Traffic Calming Analysis and Options for the Intersection of Arbor Greene Drive and Devonshire Drive

- **Clubhouse Project Renovation and Enrichment Program Contract**

Mr. Daugirda stated Mr. Adams will review the proposed renovations. Then we will offer a summary of the enrichment program. Next, we will open the floor for discussion.

Mr. Adams stated plans with proposed pricing are being compiled and will be reviewed by a committee comprised of Mr. Williams — the community center operator referred to in the contract, the original director of the committee, Ms. Nelson, and myself. Then we will conduct a formal presentation to the Board.

If you remember our endeavor is to augment the existing community center and the offices next door which used to serve as a sales center to affect a multipurpose facility in which a variety of programs can easily be disassembled and reassembled on a daily basis during different parts of the day to allow others to do the same. This concept pre-existed the enrichment program. They originally met in the aerobics room and later expanded to the vacated space next door. We discussed whether to continue the operation of this program and what kind of parameters to set. Some concerns expressed at our last Board meeting addressed the type of use and the number of participants, our ability to secure its location so children will not wander into other areas of the facility and possibly get injured posing a liability risk for the District.

We asked Ms. Mariella Smith to provide a proposal to the Board in writing. Perhaps Ms. Smith can provide details that are not enclosed in the proposal.

Ms. Smith stated I submitted this proposal after the Board requested it. I understand some problems arose concerning the need to be portable by disassembling the classroom after each session so others cannot tell we were present. We operate with the knowledge this same room will be occupied by others throughout the day and into the evening. Our class sessions are held 9:00 am to 12:00 noon on Monday, Wednesday and Friday and we utilize a very small percentage of time each week in the facility so children under kindergarten age who reside in our community can attend. Our emphasis is to prepare children for the next level by teaching Christian values and development skills which enable them not to fall behind once they enter kindergarten.

Ms. Nelson asked are you licensed, and how are you licensed?

Ms. Smith responded I am a licensed teacher.

Is that what you mean by licensed?

Ms. Nelson asked are not licenses required by the state or another governing body to run this type of program? I was under the impression you were going to get licenses and there were going to be requirements. I want to be clear.

Ms. Smith responded to be a volunteer to work with children I know they require a background check. I am required to have liability insurance which covers all occupants, including the children, just as anyone else working in a similar business.

Mr. Adams stated she has to have an occupational license. In the past she provided an occupational license and a certificate of insurance, which met our requirements.

Ms. Nelson stated that is what I am looking for.

Mr. Adams stated it names the District as an additional insured and meets the requirements on three different coverages and the amounts we dictate as a governmental agency.

Mr. Bootcheck stated a legal contract or lease between the District and Ms. Smith is necessary to ensure a clear understanding and so no one can construe her as being employed by the District.

Mr. Robin stated there should be a contractual relationship between the District and this program.

Mr. Bootcheck stated so that we do not revisit everything we discussed in the August meeting the contract will declare everything agreed upon such as start date, stop date and right of refusal.

Mr. Adams stated correct. The contract will declare the term for termination, that Ms. Smith is not a District employee — she acts on her own, and she does not represent the District.

Mr. Bootcheck stated the contract will also declare she has insurance.

Mr. Meehan asked that will be put together by a legal counsel?

Mr. Adams responded we have a standard agreement as a management firm but we will also ask your attorney to review it as well.

Mr. Bootcheck stated over the years there has been some confusion about what this program is. I thought Ms. Smith was a person who runs a nursery school, a preschool. Everyone has a very different perception towards this program. This is a three-hour, three-days-a-week program teaching three and four year-old children basic skills to move into kindergarten. Preschool, on the other hand, which begins at 6:00 am and after-school pick up at 6:00 pm or later, is more of a daycare environment. That is the most notable difference between the two.

Ms. Smith understands the community center is portable and she agrees to move her things in and out for each classroom session. The program is only 10% of Monday, Wednesday and Friday. There is limited impact of the facilities during non-peak hours.

There is no impact on the children who attend the enrichment program, either. Just as the older school children do, the younger children

also will observe Hillsborough County School system holidays, summertime, and national holidays such as Christmas and Easter.

Mr. Meehan stated I do not know if Ms. Smith will have employees on-site working with the children but let me offer a suggestion. One of the things we have done recently with our third party relationships is require background checks. It takes ten minutes, costs \$35, and alleviates future problems. You might want to think about making this a requirement for her employee candidates.

Mr. Bootcheck asked are there any other employees besides yourself, Ms. Smith?

Ms. Smith responded no. Volunteers assist me.

Mr. Bootcheck asked do you mean the volunteers are mothers of the children?

Ms. Smith responded correct.

Mr. Meehan asked are you going to have some kind of termination clause?

Mr. Adams responded you have to include that in the contract.

Mr. Meehan asked how does the Board want to handle the insurance requirements?

Ms. Smith responded it is in my proposal.

Mr. Meehan asked you have seen it?

Mr. Adams stated yes. I have the certificate of insurance she provided in the past and we have a current one on file.

Mr. Meehan asked does that suffice?

Mr. Adams stated yes. It meets the requirements we pose as a management firm on our other clients in a similar situation.

Mr. Daugirda stated another consideration is the renovation and relocating the program during this timeframe.

Ms. Nelson stated I share that concern. Whichever way they approach the renovation that room is going to be disrupted for a period of time. Arrangements for another room must be in place during the renovation.

Mr. Adams stated the renovation provision will be a part of the contract. Currently we have a foreseeable event, but an unforeseeable event may arise which may require the enrichment program to relocate. We will have the ability to require a relocation if we ever need to, and they must agree to it.

Mr. Daugirda stated this contract must include a term provision subject to the Board who has authority to cancel it at any time, perhaps a school year term or a 30-days notice of termination.

Mr. Bootcheck stated this would mirror the Hillsborough County school system calendar in the sense of a dateline/timeline.

Mr. Adams stated a standard contract has a 30-day termination clause. You may want to consider a longer term since there is a very personal feel and a potential disruption for many families.

Ms. Nelson asked how many children?

Mr. Bootcheck responded 18.

Ms. Smith stated currently there are only five. The class is very happy in the aerobics room. They love being together. They do not really care where they are. They are having fun.

I track our students to see how well they are progressing, what they feel uncomfortable with, do they know all the children, are they ready for the next level? The kids that enter kindergarten are bright. The parents have become good friends. Everything is very positive.

Mr. Adams stated the contract should contain a floor plan showing the assigned area of the enrichment program. The diagram will assist persons interested in the enrichment program and any other persons planning their own events.

Mr. Bootcheck stated the husband of Ms. Smith once commented on issues of the Bright Horizon and Primrose. Initiated in the State of Florida and established by a ballot two years ago was a mandate for those types of pre-K schools to get started. That is how we got a couple around here.

We must ensure we are not in any way, shape or form placing ourselves in a position that we are not supposed to be in, for we do not want to rub up against a state mandate.

I am not clear where the hours make a lot of difference. As I compare the curriculum Ms. Smith teaches versus what they do, I find both to have a primary socialization process. We do not want to learn we have stepped over the line down the road. I know people in Hunter's Greene who do nothing but qualify those types of schools.

Mr. Adams asked was that initially the direction you were heading when we started this conversation? Because we discussed certification and licensing earlier today and I think that is what Ms. Nelson was alluding to.

Ms. Nelson responded yes. That was my question concerning licensing.

Mr. Adams stated I am assuming it was towards that qualifying under the state-mandated program. Is that no longer a goal of the enrichment program?

Mr. Smith responded at this point that really is no longer the goal. Certainly to be allowed to do that there is a whole process to go through. This is really about the Arbor Greene community.

Mr. Adams stated it will not qualify under that mandate.

Ms. Nelson stated we have a few comments from residents.

A resident stated you mentioned something about Christian values. Is there a religious component to this program?

Ms. Smith responded just regular moral Christian values.

Mr. Bootcheck responded there is no religious education offered.

A resident asked are other vendors who provide services like aerobics instructors and personal trainers treated the same way? Do they have contracts?

Mr. Adams stated yes. They all have a contract. There is a requirement to provide a certificate of insurance where activity is present. The enrichment program contract will contain a little more depth because children and their issues are a sensitivity factor.

Mr. Meehan stated yes, including a timeframe.

Mr. Daugirda stated if the Board wishes to proceed in this direction, directing staff and the attorney to put together an acceptable contract is appropriate, and we will move forward.

Mr. Meehan stated so there is never any question about what a particular intent is and to prevent conflicting uses there ought to be attention paid to the wording by Mr. Bootcheck in the contract text concerning after-classroom cleanup. They meet three days a week. They are going to keep coming back. Phrases such as “you do not have to stay out here during the clean up” may need to be included.

Mr. Adams stated requirements such as “bring in materials” and “take materials with you when you exit” will be clearly documented. It is a fairly standard contract.

Mr. Bootcheck stated “leave the room in the same condition you found it in upon arrival.” Is that the wording you had in mind?

Mr. Meehan responded specific text should not be ignored and it should be included in this contract, or else problems may arise.

A resident asked what fees are we going to associate with the bilingual program? Issues were brought up like the one concerning the renovation and we are making it nice. Do you charge a fee to Arbor Greene residents if they want to rent, but not to the bilingual program? I certainly think they should be charged, especially in a renovated room.

Ms. Nelson stated I think it should be in a contract. I would like to know your financials, Ms. Smith. What do you take in? What do you pay out?

Mr. Adams stated we need a decision whether we want to impose a fee. The enrichment program is generating healthy revenues, especially in comparison to the other programs. If you would like I can bring in fee structures I have for some of my other clients. Do you want to have a discussion now and take a position?

Mr. Bootcheck asked is there a fee imposed on trainers and instructors who use the facility?

Mr. Adams responded no. It is viewed as a community service. You can take advantage of it, or not. In that regard the enrichment program is similar. He asked Ms. Smith are there still some children in attendance from outside the community?

Ms. Smith responded no.

Mr. Adams stated at one time there were a few children from outside the District. This is a discussion you will need to have and a decision made.

Ms. Nelson asked don't we charge a fee to use the pool for Morton's needs?

Mr. Adams responded that was somewhat of a nominal fee. It is a couple thousand dollars for the year.

Ms. Nelson stated even with commission it is nominal.

Mr. Meehan stated this should be a nominal fee, too. There is not a lot of money from it.

Mr. Adams stated I agree.

Ms. Nelson stated a fee helps with the wear and tear. There definitely needs to be a price attached.

Ms. Smith asked how much do you charge for using community service?

Mr. Adams responded \$2,000. That is because that was the maximum they could pay, which made it easy.

Mr. Daugirda stated Ms. Smith was charged to come back by December 1, 2004 for this issue. There are a few details to be ironed out. Rather than having this committee draft the contract, you can delegate Mr. Adams and counsel to incorporate the items discussed. Both have experience in similar programs. They will turn it around before the next meeting, subject to review and reply.

Mr. Bootcheck stated back in August there was the quick cancellation and children had no place to go. This way parents and children will know the enrichment program continues at least until the end of the school year. That soothes their pain and we can proceed in finalizing something in writing.

Mr. Meehan asked do you mean with the goal that it will start as of approval of the contract?

Mr. Adams responded that is my understanding. It will go through the school year as they are stating.

Mr. Meehan asked or will it be based on the next meeting timeframe and go through the school year?

Mr. Adams asked was that the next meeting, or was that December?

Mr. Daugirda responded two months from now.

Mr. Meehan stated “come back with a written proposal by December 1, 2004” was the directive in our August meeting and that has been expedited. Now it is up to yourself and Mr. Adams to complete the documentation by the next meeting.

Mr. Adams stated Mr. Robin and I will deliver our draft of the contract at our next meeting. On that date the Board will review it for additions or changes, and then it will be put in place.

Ms. Nelson asked is there a possibility to see the draft before the next meeting?

Mr. Adams responded I will have the draft prepared and distributed in advance of the meeting so that you have a chance to review it. The Board must discuss it in public in the sunshine in order for you to make your decision on how you want to tweak or adjust it. Then I can go back with that and finalize the agreement. We can finalize it with Ms. Smith and get the program started.

A resident asked many Arbor Greene residents have expressed adamant opposition to expansion of the enrichment program, so what will the contract include to ensure it does not expand into something larger, i.e., a nursery school, and residents are assured of same?

Mr. Daugirda stated the Board has considered the community's input. We have conceptually approved this and we are moving forward in a positive way. It is irrelevant what comments were stated at other meetings. The Board has given counsel direction on parameters to draft a contract, including various safeguards. It will be submitted to the Board members at our next meeting for review, discussion and refinement, and possible adoption.

A resident stated I suggest the Board establish criteria now concerning resources because in the future we may find competitors and residents wanting to bid on a limited amount of space. To alleviate confusion, list criteria in the contract: "it serves the community" or "it offers value."

Ms. Nelson stated we certainly want criteria established once the renovation is complete for we must ensure excellent care of our facilities. They must not be overused or misused.

Mr. Daugirda stated the renovation process is an evolving process. Over time priorities may change our views. Future considerations and discussions by the Board may change.

We need direction at this time from the Board for staff and counsel to prepare a contract and submit it for review before the next meeting.

On MOTION by Mr. Meehan seconded by Ms. Nelson with all in favor staff was authorized to draft a contract including basic guidelines for the enrichment program to be presented at their next meeting.

- **Discussion of Traffic Calming Analysis and Options for the Intersection of Arbor Greene Drive and Devonshire Drive**

Mr. Adams stated Mr. Mendelsohn spearheads this effort. He is with us tonight. At our last meeting the Board directed me to obtain professionals to review our concerns and propose remedies. I solicited assistance from traffic engineering specialists Coen & Company. I fully intended to be present when Mr. Coen, the President, met with Mr. Mendelsohn but I was caught in a storm down south. At the intersection speeding was assessed. Also apparent was lane switching as vehicles approached the gatehouse. This is one of our greatest concerns because lane switching further complicates traffic safety beginning in front of Devonshire Drive and continuing to the boulevard.

A resident asked has there ever been an accident there?

Mr. Adams responded nothing of significance. Coen & Company offered four recommendations. Upon your approval the first two can quickly be implemented by staff. A small palm tree restricts the sight of drivers by its location on the southeast corner. Mr. Coen's first recommendation is to trim or remove it and visibility will be restored.

The second recommendation is to open the inside gate on the northbound lane where traffic approaches the gatehouse leaving the community now that construction activity is nearly complete. This gate has been down because cement trucks buzz through it with no regard for clearance issues, and this places the canopy in continued jeopardy. This will allow parallel traffic instead of having to switch lanes and funnel into one

lane to go around the outer lane (which does not follow underneath the canopy). The canopy will always be at risk because there will always be vehicles six inches too tall.

The third recommendation is to install bollard signs on the outside of the two lanes, as well as the one in the middle splitting the two lanes. These brightly colored highlighted signs tell the driver he is entering an area that requires attention to his driving habits. On the last page you can see an illustration of this applied in a school zone. Bollard signs also provide verticalness to the lanes. Drivers slow way down where barricades are present because the lane is more cramped.

A resident asked where will the bollard signs be placed in relation to Devonshire?

Mr. Adams responded just prior to the intersection 50-100 feet and 50-100 feet on the other side for vehicles coming in. Bollard signs cannot be placed directly in the intersection because there is a median cup jutting out from Devonshire Drive, and driving out of Devonshire Drive you have the ability to go south. They meet D.O.T. specifications but maintenance will be required. They are not a thick structure. If they are installed properly they will not pose a liability.

Mr. Bootcheck asked do they snap back?

Mr. Daugirda stated they are like rubber poles sticking up in the middle of the road.

A resident asked do we need a permit from the city?

Mr. Adams responded we will place them according to traffic engineering requirements.

Mr. Daugirda stated Mr. Coen is an expert whose plan makes sense both in terms of safety and aesthetics. He suggests our first step be to initiate his first two recommendations, and on their own these two recommendations may solve the traffic-calming problem. Then we move forward incrementally with his additional recommendations only if we need

to. His third recommendation is not a direct recommendation. Neither is the fourth.

Mr. Meehan stated prevention of liabilities to Arbor Greene is essential. We must have proper documentation in place. A while ago Harvest Greene created their own problems when they had something constructed out on the main road. Deaths occurred when a driver was forced to turn off the road and run into a bush. Years and years of aggravation ensued which turned into a multi-million dollar settlement.

Mr. Daugirda stated yes, this letter informs us that we must be very careful and it states that something placed in the road may have liability consequences.

Mr. Meehan asked is the issue turning left out of Devonshire, crossing the street from Devonshire, or is it the crosswalk from Devonshire, or all of these?

Mr. Mendelsohn responded my point is saving lives. While you are considering somebody going backwards and hitting a rubber thing, I am concerned about an old lady walking across Devonshire and getting hit by a car. I am thinking about two speeding drivers trying to enter one lane at the same time.

Mr. Adams stated all work must be performed to a certain specification because we do potentially take on some liabilities. Our current reality is we have a safety hazard due to speed and lane switching. First, we seek to improve the visibility of drivers using the intersection. Second, we seek to force a reduction in speed. Third, we seek to discourage or eliminate all lane switching in that location.

Mr. Bootcheck asked do we not have a budget item that allows the payment of police officers at limited times? Have we tied them to this specific problem?

Mr. Ricciardi stated they are here about 6:30 am shooting from the gate to that turn, but I have not seen them in the evenings.

Mr. Meehan stated when they are there they may catch one or two drivers, but they can only be there for so long.

Mr. Adams stated we directed the police to act randomly. We suggested they pick the times. I do not want to get into a schedule in which they are here every Friday night from 8:00 pm to 12:00 midnight because it loses its effectiveness when the drivers pick up on it.

Ms. Nelson asked did they write several tickets?

Mr. Adams responded yes. We did not want the drivers to receive warnings. We directed the police to write tickets. We wanted impact.

A resident asked what is recommendation number four?

Mr. Adams responded speed bumps.

A resident asked did you ever consider putting the other gate down? I live by Devonshire. Drivers are picking up speed so they can get in that lane and speed out. If they knew both gates are down it would be better.

Mr. Adams responded you are correct. We want both gates down. I will call Fulton.

Mr. Mendelsohn stated we hired an engineer and he knew about it. I want to bring to remembrance what happened on 22nd Street and Bearss. Two kids were killed. Now they have busses, they have lights and everything needful.

Mr. Adams stated the area is well lit. At the 22nd Street and Bearss incident it was pitch dark.

A resident stated say I am driving in the outside lane. I come out, and you come flying past me as I pull out. I am lucky I am not hit! Also dangerous is when pedestrians try to cross. I think either a four-way stop should be established or the drivers coming from that main drag should have to stop, not necessarily the pedestrians coming out of the cross. It would help a lot with speeding and safety issues. These attendants do not mean anything. The drivers must slow down anyway and they must know they are not going to beat the system.

A resident stated I certainly agree with that because after I pass the gate I see three out of five people between the gate and the street have cut me off.

A resident stated there are people who park there a lot, whether there is security or not. I have lived here for only a year now. I have never known it this way. What is up?

A resident stated I think the only way problems are going to be stopped is if the police officers are stationed every day from 6:30 am to 8:30 am. We should get someone to work two hours in the morning and two hours at night.

Mr. Adams stated it is a matter of money and we have not properly budgeted such activity. We have after-hour police officers performing four-hour minimum shifts. It is not possible for police officers to work two-hour split shifts because one of the requirements of the City of Tampa when entering into a contract is a minimum of four-hour time blocks.

A resident stated my suggestion is to utilize road hunks, also called speed tables, at the entrance before the gate and extend them down the whole street of Arbor Greene Drive. This will slow drivers down before and after the gate.

Mr. Adams stated those are much larger structures and rather expensive. We debated this at length at the county level in southwest Florida where I have many communities. We discussed whether to impose any course of action, the speed table, or the speed bumps which are much more aggressive bumps in the road. EMS had major concerns about the significant reduction of their ability to respond in a timely manner, specifically the transportation of patients in critical condition.

Just as you have recommended for Arbor Greene, they finally reached a compromise on the speed table. The design is approximately a six-foot approach up to a six-inch peak, where at that peak it is approximately 12-feet wide. Then there is a six-foot section where the vehicle goes back down

again. It is a lot less aggressive than speed bumps. It definitely gets the driver's attention. We also found, though, that kids love them. The little rice rocket launches off those very nicely so it almost becomes a toy for them.

As a pedestrian you rely on the speed table to reduce the driver's speed. You step out, but people are not paying attention to it. It does not have the impact you hoped. Similarly, when stop signs or traffic lights all of a sudden get introduced to a location where there have not been any, just out of habit all the drivers run right through them. It almost becomes more of a safety issue than the original issue.

A resident stated I lived in an area where there are a number of elderly residents for a number of years. We faced the same issue for five or six years. After tearing out speed bumps and putting them in the road, as well as trying other methods, they found an effective solution. They put the speed table at the right of the threshold of the gate. There are a couple of reasons for doing that. One, the guards at the guard gate are able to watch events and stop things, such as kids. Two, it is a natural place to stop and slow down because the gate is there.

Mr. Daugirda stated there was some discussion about recommendation number one — trimming the trees. I assume the Board is in favor of that.

Mr. Meehan asked peak traffic hours for northbound is defined as what?

Mr. Adams responded 6:00 am to 8:00 am, or 6:00 am to 9:00 am.

Mr. Meehan stated I would accept the first two recommendations on the report and try them for a couple of months to determine how well they solve our issues.

Mr. Adams stated we will implement them immediately.

Mr. Daugirda stated let me ensure we are clear on recommendation number two.

Mr. Ricciardi asked will the gate be up or down?

Mr. Adams responded we want them down.

Mr. Ricciardi stated the recommendation is up.

Mr. Daugirda stated by having it up they want to avoid the lane switching.

Mr. Adams stated if we activate both gates to automatically open/close then there is no concern about inundating a guard. We used to maintain only the one gate in a lockdown position. Now as we maintain both lanes with automatic opening/closing of the gates and people start to realize it, they will be less apt to switch lanes.

Earlier one of the gentlemen stated a vehicle was parked there on a regular basis. That was to prevent heavy trucks and all other traffic from going underneath, so we got in the habit of using outside lanes. Now we want to reactivate that inside lane and have both gates go up and down with traffic.

Mr. Bootcheck asked going out?

Mr. Adams responded yes, going out. That is typically what you will find in a gated community.

Mr. Meehan stated that is not what it says.

Mr. Adams stated that is not what it says. He is recommending that they both be up. That is where some of the confusion took place when I was initially describing it.

Mr. Meehan stated they need to be down.

Mr. Adams stated if you have them down they are going to slow down the vehicles, which is what you want. He is recommending that you have them both up so the vehicles are less apt to change lanes. But if both gates are going up and down they will slow down the traffic. People will realize they are both operating and they will be more likely to stay in their present lane. It perhaps it serves both purposes.

Mr. Daugirda stated the Board should monitor this month to month to see how things go. There may be some backup or stacking from the guardhouse. With everyone attempting to exit to reach Cross Creek I do not

know if there may be some backup from the guardhouse, or if it may be significant.

Mr. Adams stated I do not think that will be an issue, but initially we are going to need to sign it so people know that both gates are opening.

Mr. Meehan stated everyone has probably come in and seen where the gate says "OPERATES INDEPENDENTLY PER CAR". The first guy gets in and everybody is right on his tail, bang, bang, bang, bang, bang. That thing never comes down.

Mr. Bootcheck asked what about panes displaying "SLOW DOWN" in concrete like they have at airports?

Mr. Adams responded I can mark it anyway you want to mark it.

Mr. Meehan stated it is not possible to have a police officer present all the time. Our focus is to draw awareness to the gates. The driver's interpretation will be "okay, gates down — Awareness! I must slow down". Our retractable signs are good although there may be issues. Just keep reminding everyone to slow down.

Mr. Adams stated signs are only as good as the person who is reading and obeying them. Part of the traffic calming effort is that we almost have to force the issue.

On MOTION by Mr. Meehan seconded by Mr. Bootcheck with all in favor the trimming of trees and bushes for site obstructions and the ensuring of gates in the down position was approved.

Ms. Nelson asked is there any way to get the crosswalk at Devonshire in neon orange or some other bright color? The lines on the ground must be bright to ensure visibility because right now neither of the crosswalks are visible.

Mr. Adams responded we will remark the crosswalks in white.

Ms. Nelson stated I am asking to use bright color. Are you saying white because we cannot use a bright neon color?

Mr. Adams responded colors on the pavement mean different things in the traffic world. Pedestrian crosswalks typically are white and I would like to stick to those standards. They need to be remarked so they appear more visible. Let us also remark a number of the crosswalks down the boulevard. This year we will spend some of our roadway dollars to do that. The program of remarking stop bars and crosswalks is something that needs to be done about every three to five years by the road owners.

A resident stated Mr. Coen recommends that we remove one tree because it obstructs sight. We did remove trees and a lot of bushes in times past. His recommendation to trim trees will not stop traffic from speeding. The problem is traffic speed approaching the gate. I believe the pictures they see will slow traffic.

Ms. Nelson asked while we are monitoring recommendation numbers one and two as amended, Mr. Adams, will you review costs of the long table and the bollards?

Mr. Adams responded for a two-lane road the cost is approximately \$3,500 for each speed table package which includes asphalt, marking, and signage. Therefore, it will cost approximately \$7,000 for the four lanes.

A resident stated since we are discussing costs, is it possible we can poll the community to determine whether they prefer speed tables, speed bumps, or stop signs? Many of us with small or low cars do not want our cars damaged. The possibility exists that a resident might miss one Board meeting while comments arise, "It is cheap. Oh, we have to pass these." This is not good for residents who have small cars and are not present. I do not want that to happen.

Mr. Daugirda responded there is no action to implement anything. We are at the phase of research right now.

Mr. Meehan stated this gentleman here had his hand up.

A resident stated one, to address our concern about protecting the gatehouse launch let me suggest a clearance bar potentially before the gatehouse and you will still have ample room. The truck will hit the clearance bar first.

A resident stated unless residents attend the Board meetings safety issues are not known. Since we just approved having both gates down I suggest we raise awareness in our newsletter by having a safety education campaign advising residents that this is a big problem, why, and how we plan to address it.

A resident stated it is important that the topic of discussion at the C.D.D. meetings is listed in the newsletter. I heard tonight that the majority of homeowners who have an opinion, is this. I did not know that particular issue was even under discussion. However, I may have caught that inside the newsletter and attended if it was important to me. Also, the newsletter needs to have a written notice if and when the Board makes a change such as the gate being down. It is especially important for those residents who leave early in the morning and it is dark.

A resident stated I know we pay off-duty City of Tampa police to patrol but I never knew they were here in the mornings. When they write a citation and they collect revenue, does that money go back to the city? Why don't we get the money back if we are generating revenue for the city?

Mr. Adams responded yes, that money goes back to the city. You are already paying for police service through your city taxes. This is an additional layer of service for site-specific action above and beyond normal police duty. We do not get the revenue because it does not work that way.

Mr. Daugirda stated as a community you have said you wanted to cut down on speeding. Having off-duty police officers is one remedy. Is education going to work? We are trying many remedies. We can ask the officers to do routine patrol.

A resident stated the officers do not even stop kids driving around on these noisy motorcycles that are not licensed. They do not have helmets on. You want to speak about the safety bar remedies. Here is an offense. Why do you not stop that? I talked with an officer. He said “Nah, there is not anything you can do about it.”

Mr. Adams responded we pay the City of Tampa police for a specific function. You have direct access to them for your concerns and it is more exposure than what is normally provided through your city program. We pay for an additional layer of service for a specific function. For two months we have been focusing on speeding and traffic control.

FOURTH ORDER OF BUSINESS

Results of Bids for the Sale of Surplus Property

Mr. Daugirda stated this is a status report. It was previously approved and you have implemented it.

Mr. Adams stated this was the surplusing of the old pool furniture and we have already replaced it. We received a bid from one individual for \$500 and he took it all.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any, the next item followed.

B. Engineer

There not being any, the next item followed.

C. Manager

We have a responsibility to file an annual report with the Regional Planning Council on traffic matters and other things in connection with the Development Order. We submitted that. It was presented for the Consent Agenda and I am assuming it passed without issue.

Mr. Meehan stated we found the record incorrect. It should be your office.

Mr. Daugirda responded we are going to change that. We will revise the notice to change the address to the Coral Springs address.

Mr. Brickley asked what type of record is this to the Regional Planning Council?

Mr. Meehan responded the Development Order encompasses both Hunter's Greene and Arbor Greene. It covers all the nuances of improving the changes of the area and everything else. Once a year Arbor Greene C.D.D. and all other developments have to submit our report to the Regional Planning Council, who in turn reviews it to ensure we are in accordance with their guidelines, and there is no cheating.

Mr. Bootcheck asked you mean in terms of the plan for the developments themselves?

Mr. Meehan responded it goes into plans, development, water quality and all kinds of things, i.e., new permits on water wells. There are consequences. One, if you do not report it. Two, if you get caught doing something you should not do.

Mr. Daugirda stated we submitted our report and the agency staff reviewed, approved and recommended passage.

Mr. Daugirda stated Mr. Funk resigned as the Chairperson. When a change in the Board occurs there is an opportunity to look at reconstituting the officer structure. We probably should fill that Chairperson spot. Currently Mr. Meehan is serving as Vice Chairman. I am the Secretary. All the remaining Board members are Assistant Secretaries. Mr. Ward is the Treasurer. As we go forward additional vacancies will occur so there will be opportunities to reshuffle. We can also hold off until the next meeting.

Mr. Meehan stated one option is since we are pretty far through this meeting the Board may wish to wait and do it first thing at our next meeting. That will afford time to consider the commitments we are prepared to make as officers.

Ms. Nelson stated I would be interested in what Chairmanship and Vice Chairmanship involves versus being Assistant Secretary.

Mr. Daugirda stated the Chairman is responsible for conducting the Board meetings. You would be responsible for signing agreements and contracts. You would assist in setting agendas. Staff would call the Chairman if we had to take action in the case of an emergency.

Ms. Nelson stated I want to wait until the next meeting.

Mr. Adams gave an update of activities as follows:

- **Hurricane Events:** Hurricane Frances had limited wind but significant rain. Timber View and other streets were flooded. Because of a unique situation minor flooding occurred in the Park View neighborhood. After the engineer visited the site and offered his advice we contacted Southwest Florida Water Management District who gave their permission to perform an emergency cut in a berm to the east of the existing control structure to provide immediate relief. It appeared to be responsible for the restriction which caused the backup in the preserve, allowing water to flow between houses and into two pools. There was no structural damage. I asked the engineer to review the sizing of the control structure and how it incorporates into the remainder of the system. He will continue his review over the next several months and we will keep the agencies apprised of the situation. With positive feedback we hope to inexpensively modify its size during the dry season. Hurricane Jeanne had more of an affect because 50 – 60 trees were either broken or uprooted and they needed to be replaced. Cleanup cost was insignificant. The streets had much debris, though, so we spent some money for street sweeping. Our security company was here throughout the storms and we recovered well because of their response, and the response of our staff.

- **Landscaping and Mulch:** We are back on schedule with landscaping this month. The flowers have been pulled out. They will be replaced within the next couple of weeks with red and white begonias. To

draw attention they are going to red with a white border. We are doing some trimming this month and we will be starting the mulching program.

- **Security:** We have received calls from people complaining about the lengthy time it takes to get through on the guest side of the gatehouse due to a line of vehicles in front of them. We are working with the guard on efficiencies. He is following the post orders.

Ms. Nelson stated at our last meeting in August we discussed reposting nighttime watch orders for residents and guards to ensure everyone knows the after 10:00 pm and weekend procedures.

Mr. Meehan stated a separate memo printed on green paper regarding those procedures accompanied the newsletter.

Mr. Adams stated we will send a reminder quarterly for the newsletter.

SIXTH ORDER OF BUSINESS

Committee Reports

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Disposing of Storm Debris:

Ms. Nelson stated I suggest we establish a process for homeowners to dispose of their storm debris before the next hurricane season. Is there a designated location, and do residents have this information? Both newsletters have mentioned some folks are dumping their trash in the clubhouse dumpster.

Mr. Adams responded there will be a designated area for 2005 whereby residents can place their debris and we will bring in a company to turn it into mulch.

Mr. Meehan stated this year we had piles stacked up and a week later another hurricane arrived and blew all that debris into houses and scattered it everywhere. Collecting debris in containers at least will protect us from that.

Mr. Adams stated we just will not find enough containers if a hurricane visits us next year. Also, both city and county pick-up times are way off.

Mr. Daugirda stated the staff is overseeing it, and we have the coordination between staff and the landscape company.

Mr. Meehan asked are residents informed what is permitted in the collections? Although it mostly includes household rubbish sometimes I have had to call people to say “don’t do that.” The dumpster is only to be used by community center participants. Why don’t we put a lock on it? Then they must come in here to request the key when it needs to be emptied.

Ms. Nelson asked why not use the community center dumpster we already have when there is a storm? Advise residents it is exclusively available for only a certain amount of time. It would then be unnecessary to get an additional container.

Mr. Daugirda stated we can charge the team to do what you think is appropriate to solve problems.

- **Supervisor’s Requests:**

Mr. Meehan stated because it is a quiet time of the year and new Board members are appearing, I suggest Mr. Ward or someone else sit with the Board for a couple of hours to educate us in financials, especially the bonds and reserve. This will be quite beneficial even though it may take a couple of meetings for us to obtain working knowledge.

Mr. Daugirda responded we have already planned to hold orientation for all the new supervisors after the November elections. A financial workshop is appropriate and we will contact you to determine the best time to do this.

Mr. Brickley asked since committees are working to provide information to the C.D.D. Board in order for decisions to be made, not management, why do we not have committee reports at these meetings?

Mr. Adams responded at this point we do not have anything truly active in the committee.

Mr. Daugirda stated going forward if we have one supervisor taking area specialization or interest to lead the committee this will strengthen it.

Mr. Bootcheck asked how many are working right now?

Mr. Adams stated we had one committee about a year ago who had great success working on holiday lighting. Another committee was appointed to review the community center renovation but they soon lost interest. Staff brought in a building design firm who agreed to work in gratis. We expected to have their concept options and cost proposals within one or two weeks but the hurricanes affected their schedule so we are a little lower on their priority list because it is a non-paying project. Once the price is known there may be some scale-down adjustments but it will come forward to the Board in a formal presentation at some point.

Mr. Bootcheck asked what about just putting a list of the active committees in the agenda or somewhere?

Mr. Adams responded right now those are the only two we have.

Mr. Meehan stated from time to time I never know which committees are working and which ones are not, nor how many we even have.

Mr. Bootcheck asked was there a proposal of a design consideration for the open space which formerly housed the old administration building?

Mr. Adams responded a dog park was being bounced around.

Mr. Daugirda stated this is a great opportunity for the chairperson to work with the staff to create a committee structure similar to what other communities have who monitor task forces on specific projects, i.e., finance committee, budget committee. It will be of great service to the Board for us to empower one or more committees in the upcoming year to present crystallized issues in written reports ahead of time, first to the staff, and then to the Board.

- **Audience Comments:**

Ms. Leslie Orso stated although people are not supposed to they park in Estuary, in the circle, at the Estuary gate, and now they are double-parking. All of this causes problems because the school bus picks up children at the Estuary gate. Since there is a parking lot right at the community center, why not have the school bus pick up children there? Parents drive them there anyway.

Mr. Meehan stated a lobbying effort has been underway to pick up children at Estuary Park for four years, but what used to be the parking lot for the bus stop is now a house under construction. Because of this construction we are going to see cement trucks driving in and out through the Estuary gate right in the midst of children being dropped off at the bus stop between 7:00 am to 7:30 am for eight months. In the past we have approached the Hillsborough County School system to no avail, so call Dr. Leonard and state your concern because he is the decision maker to move the bus stop.

Ms. Orso stated if Dr. Leonard was a parent or a resident in the Estuary he would want to hear this from the Board. Perhaps the Board can ask him to move it because that might hold more weight.

Ms. Nelson asked did you not make that call, Ms. Koscinski? I thought we had this very discussion.

Ms. Koscinski stated I made a call a couple of times and one of the Estuary residents took it upon herself to try to meet with the school board, but you just do not get any where. We put something in the newsletter to the parents telling them to please park in the parking lot.

Mr. Meehan stated the school board's first response was the bus could not go through the gate to get to the park. Yet the handicapped bus, which is the same width but not as long, went through the gate.

Ms. Orso stated we do not want them further in the Estuary. They are picking up children outside of the Estuary. Have them pick them up at the community center where there is a parking lot. If they pick them up at the

Gazebo they don't go into one of the towns, so why not have the school bus pick them up at a public place?

Mr. Bootcheck stated the principal of the school next door appears to be very open to the relationship we enjoy. It may be worthwhile to have somebody from the staff and one or two parents meet with him and ask him to assist us in getting to the right person.

Mr. Daugirda responded your suggestion is great. We have an agreement with that school for them to evacuate their children through our community in case of an emergency. We have some goodwill built up.

A resident stated you can call (813) 274-2000 and they will connect you to the principal. He will direct you to another key person, Dr. Beverly DeMott, the Director of Transportation.

Mr. Albert Greer stated four months ago I moved to Florida from St. Louis. I do not know if the C.D.D. and the H.O.A. are synonymous terms, but does anyone know a young lady by the name of Ms. Heather Russell? I have tried to reach her and she is not returning my calls.

A resident responded the homeowners association will have that information.

Mr. Greer asked how do I get some guidance? I have a concern in my neighborhood, the Trace. Much garbage is in my street drain. I called seven different numbers only to be advised when I reached the seventh number we cannot do anything for you because it is private property. I am concerned about the smell, flooding, and flies.

Mr. Adams responded you have found the correct entity.

Mr. Greer stated I need someone to accompany me to my street to pull off the drain cap, retrieve the trash and dispose of it.

Mr. Daugirda stated we can solve your problem if you give your address to Gary in the back of the room.

Mr. Greer stated the other thing is I have reviewed the District's indentures. I am curious if you are serious about what is contained in the agreement, i.e., the garage doors up and parking on the street.

Mr. Daugirda stated the H.O.A. takes care of the deed restrictions and enforces them on individual private lots and architectural review. The C.D.D. takes care of all the common areas, i.e., landscaping, the gates, security, this building and the park system.

Mr. Greer stated I had no recourse because I repeatedly placed calls and my efforts fell on deaf ears. I am new in this community. Back in St. Louis I was a trustee, and we took care of bids. We made a severance on persons who did not adhere to community guidelines. Trash that belongs to one of my neighbors has been sitting out on the drain for over three weeks. I went over yesterday and picked up his trash, put it in my car and drove it away. Some people are putting their trash on the drains because they don't want the trash in their driveway. Someone needs to tell him, "You have a three-car driveway. Why don't you leave your trash in your driveway?"

Mr. Meehan stated this comes under Ms. Koscinski's purview. I guarantee she will direct you to the right place. Sometimes people do not use the mechanism we have either because they are new and do not know, or because they are misguided. Ms. Koscinski, Gary, and others on the staff will assist you.

Mr. Scott Nesbit stated I live in the Estuary. I have a couple of items to discuss. One is in relation to the work that Verizon has been doing on the fiber optic. Do they consult the Board in terms of the placement of the boxes and the various other things. It is one thing when they were placing cables in the ground, but over the last week they started placing these large boxes that stand about four feet tall. There is one right in front of the community center. There are two that sit fairly close to the sidewalk as you go around by the fountain just before you get to the entrance of the Enclave. They are rather imposing-looking boxes, and you would think there could be greater

discretion used in the placement of that on the appropriate easement. Discretion was used, I would think, when the original development was done and the utilities easements were placed. I am curious if this same process is considered when there are subsequent additions on those easements.

Mr. Meehan stated there is no discretion when it comes to utilities. They tell you where they will be placed. In a lot of cases they are blanket easements to cover this entire area. They want complete discretion to be able to tear up and put in place whatever is necessary, whether it is in an emergency situation or in a routine update of the system. I will tell you we do have people on the engineer's staff that will listen to you. Most of the utility companies that have been very poor about putting things back. There have been occasions when Gary and the staff have earnestly sought to learn who the engineer of record is on these jobs and work with them. The time to do this, though, is before things are put in place. Those easements are mandated by the State License Development Board. Whether it is TECO or Verizon or some other organization, they have the authority to do whatever they want to do.

Mr. Nesbit asked is there no follow-up action which can be done?

Mr. Meehan responded after it has been put in it is pretty tough to do something. We are one of a few communities that have fiber optics and that should provide us with better service. This is a process which requires time before everyone can enjoy the fiber optic benefits.

Mr. Nesbit stated I can tell you from experience from talking with my friends in Hunter's Greene that when some of the fiber optics were going in and they started to go into resident's yards and dug up the yard and try to walk away, TECO was called. One of these guys happened to be a judge. And basically the conversation went something like this, "I am judge so and so. Do you know how much trouble I can make for you if you do not get this fixed?" That started the ball rolling. There were accommodations made in Hunter's Greene communities in situations where boxes were placed in

inappropriate areas or dirt was dug up in resident's yards, but I do not know about general areas.

A resident stated Verizon accommodated me when they tore up my lawn.

Mr. Bootcheck stated if we are going to be proactive maybe someone should contact the engineer on this Verizon job.

Mr. Adams stated not being a permitting agency we are not always privy to that front-end work. All of a sudden they show up one morning and start digging and sticking things in the ground.

A resident asked who owns that property, FPL?

Mr. Adams responded yes but it has an utility easement on it. They are a public utility, and they do not need to seek our permission to put their facilities in.

Mr. Nesbit stated Ms. Nelson and Mr. Bootcheck are going to drive by them everyday so since it is C.D.D. property I ask the Board to take notice of the location and maybe take some follow-up action.

Mr. Daugirda stated calls will be placed to Verizon.

A resident stated during my jog last week I noticed the two gazebos need a wash. They are covered with mold and muck.

Mr. Bootcheck stated one of them was cleaned last week and the other one is scheduled to be cleaned.

EIGHTH ORDER OF BUSINESS

Approval of Financial Statements, Electricity Consumption Report and Invoices

Mr. Daugirda stated I do not know if you have had an opportunity to review them. If you want to take action we can do that. If you want to continue them for a month we can do that also.

Ms. Nelson stated I have not had a chance to review the financials. As I peek at them right now let me refer to the F.D.A. rate fund on Page 6. We

are in a deficit as of September 30, 2004 at the end of the budget period. Will that roll to our assessment?

Mr. Adams responded you will end up with a deficit in the master general fund (General Fund 001) which will have to be paid back. On the balance sheet is a due from your General Fund 003, which is assigned to the Estuary. On the balance sheet for General Fund 001 there is a "due from" that particular neighborhood. Once we start getting the assessments in for this upcoming year and following the November property tax bills going out, money will be back in your General Fund 003. That transfer will take place and pay off General Fund 001. That is how you offset that deficit. Again, it is important that each one of these funds at some point in time start to build a little bit of a fund balance to offset some expenses that were not necessarily anticipated. We talked in the past about trying to be lean with our budget appropriations and getting this new program set up by neighborhoods. But recognize if you lose a motherboard, or in your particular case we had some computer issues or issues inside, as well as the illumination of the keypad, those two items were rather expensive and that is what put you in an upside down situation in your first year.

Mr. Bootcheck stated number one, I want to remind Mr. Daugirda that there are two developer items I asked you to look into and get back to me. Number two, these totals are through September.

Mr. Adams stated we generally will leave the books open through the middle of October for those lagging invoices that come through.

Mr. Bootcheck stated it looks like we have a positive balance of about \$110,000.

Mr. Daugirda stated the General Funds on Page 4 depicts we are doing good.

Mr. Bootcheck asked regarding the net value adjustments which I spoke to Mr. Daugirda about, what are the plans for those funds and what

kinds of penalty issues do we have with that balance? Can we roll that forward?

Mr. Adams responded it becomes a fund balance. As we talked about last year it is important to start building up a fund balance because as a governmental agency getting your revenues through tax collection, October through January 1 of each operating year you have expenses without any revenue to offset those costs, and you live off a fund balance for that period. Also, if the storm event had been more significant there are some costs associated with those kinds of operations that are not necessarily anything you can claim through your insurance or necessarily be picked up by FEMA. You have to start to build for some of those catastrophes and something to live off for at least the first third of your year. Generally speaking I like to target about half of what your annual budget is in the fund balance. That is a fairly responsible number to reach for.

Mr. Bootcheck asked on Page 1, SunTrust line item of \$170,000, what is that?

Mr. Adams responded it is your line of credit.

Mr. Bootcheck stated we are showing it as an asset. Is there an offsetting liability?

Mr. Daugirda stated under liability the second one is the SunTrust line of credit.

We should acknowledge the developer because in the past we have also direct billed the developer for the first quarter operating capital and as you are completing the project and moving on, it is appropriate we build some sort of reserve/operating capital fund. It is noteworthy that the joint ventures really helped us out for years.

Mr. Meehan asked is this line of credit a way to handle the first three or four months of the year, and we did not use it?

Mr. Adams responded correct. We dipped into it for a very small amount, approximately \$60,000 to \$70,000.

Mr. Daugirda stated, we had \$50,000 from the developer and with that we were able to get by without borrowing further.

Mr. Meehan stated as I recall during the budget discussions we did not renew that this year.

Mr. Adams responded correct. It is sitting there in a five-year agreement.

Mr. Bootcheck asked is that why you are showing \$170,000?

Mr. Adams responded I am not sure why the \$170,000 shows. The initial fee to set it up was about \$3,000. It may have been some kind of an administrative fee which could not be avoided. We will check into that.

Mr. Meehan asked at the September 30th audit when do the members of C.D.D. receive documents to review before the meetings?

Mr. Daugirda responded normally they are sent to your home a week ahead of time.

Mr. Adams stated although that has not happened, it should.

On MOTION by Mr. Meehan seconded by Ms. Nelson with all in favor the financial statements, electricity consumption report, and invoices were approved.
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Mr. Daugirda stated Mr. Meehan's term expires next month and he will be resigning. Under the statute the Board gets to appoint replacement supervisors. Currently we have one vacancy left open by the departure of Mr. Gratz. We will look to the Board's guidance on this.

A resident asked will upcoming items to be discussed at the meeting be in the newsletter?

Mr. Adams responded timing will not allow it. The agenda is actually produced a week prior to the meeting. Staff and other members have up until one week prior to the meeting to place items they want listed on the agenda.

The resident asked will I be able to get a copy of it at the meeting?

Mr. Adams stated it is always available in Ms. Koscinski's office. One of the things we might be able to do is periodically bullet-point those major items the Board has been discussing.

Mr. Daugirda stated three things may be helpful. One, we send the materials to Ms. Koscinski's office approximately five to seven days in advance. Second, a website is available to review all prior actions taken. Third, there is a newsletter. There is a fourth option if you consider the channel. It might be appropriate for individual Board members to consider drafting articles from time to time to help keep the community involved. As a committee system is developed those reports might possibly be included in the newsletter. That might be the best way. Say you have five standing committees. They can share ongoing projects they are working on in their column and on the website, too

Mr. Meehan stated it would be great if the agenda and the meeting notes were sent electronically.

Mr. Adams stated it is electronically transmitted and a hardcopy is also sent to Ms. Koscinski's office.

Mr. Meehan asked is it possible to obtain it one week before on the website?

Mr. Adams responded I am not sure if it is a full week. It will depend on the webmaster whether it gets on the website that quick but it is provided to him electronically one week ahead of time.

Mr. Daugirda stated communications will be an ongoing dialogue. At one time there were five developers on the Board. We are now rapidly approaching five resident supervisors who represent your interests. You are their constituents and I anticipate greater communication.

A resident asked how do you get on the website? It asks for a username and password.

Mr. Daugirda responded username is VISITOR and password is ARBOR.

Ms. Nelson stated that was also in one of the newsletters.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Meehan seconded by Ms. Nelson with all in favor the meeting was adjourned.

John Daugirda
Secretary

Jeff Meehan
Vice Chairman