

**MINUTES OF MEETING
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, February 13, 2014, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

**Mike Hendershot
David Herring
Doug Ballinger
Burnett Donoho
Alan Refkin**

**Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary**

Also present were:

**James Ward
Greg Urbancic
Charlie Krebs
George Keller
Paul Cusmano**

**District Manager
District Counsel
District Engineer
Calvin Giordano & Associates
Calvin Giordano & Associates**

Others present were:

Tim Byal

Miromar Development Corporation (MDC)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. and stated that the record reflected all members of the Board were present at roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a. December 12, 2013, Regular Meeting

Mr. Donoho recommended that, henceforth, the minutes should address Mr. Herring by his professional title of doctor and not mister.

Mr. Ward assured the Board that change would be made as requested.

On MOTION by Mr. Hendershot and seconded by Mr. Donoho, with all in favor of approving the December 12, 2013, Regular Meeting minutes as amended.

b. January 9, 2014, Regular Meeting

Mr. Ballanger noted Mr. Donoho was credited with his comments, as Mr. Donoho was absent at the last meeting.

Mr. Ward remarked he would make the corrections accordingly.

A male speaker asked that the same correction be made to Dr. Herring's title as requested in the previous item.

On MOTION by Mr. Hendershot and seconded by Mr. Donoho, with all in favor of approving the December 12, 2013, Regular Meeting minutes as amended.

THIRD ORDER OF BUSINESS

Request by Miromar Development Corporation/WCI Communities to install a fountain in the lake to the north of Porto Romano

Mr. Ward stated Tim Byal was present to speak on the subject issue.

Mr. Byal commented there had been previous discussion on the subject matter, and their intent was to place a fountain behind the units that were currently being constructed adjacent to hole number six similar to the one on at the 18th hole. The main purpose was to provide noise relief from the nearby traffic or from prospects looking at that product, and it could be an enhancement for the area.

Mr. Refkin remarked it would only be for noise abatement, as the fountain would do nothing for the water.

Mr. Byal affirmed it would do nothing more than the aerator currently in place, and it would be an aesthetic element.

Dr. Herring asked which entity was paying for the fountain.

Mr. Byal replied the maintenance, by definition, would have to fall under the CDD, though the fountains did not require a lot of maintenance.

Mr. Cusmano noted the existing aerator would have to be removed and replaced with the fountain's, as there was no need to have two power sources or units, so the cost for the power was likely to be similar.

Dr. Herring clarification the MDC would install the fountain and the CDD would maintain it.

Mr. Byal answered correct.

Mr. Refkin thought installing the fountain was a good idea.

Mr. Donoho concurred, stating the cost of its maintenance would be the same.

Mr. Hendershot sought clarification that the maintenance of some of the fountains were the responsibility of the homeowners associations, such as Valencia.

Mr. Cusmano believed this to be true.

Mr. Ward mentioned being unaware of the CDD having any agreements to maintain any privately owned fountains in the District's water management system.

A male speaker questioned if the fountains maintained by homeowners associations were on the CDD's lakes.

Mr. Ward indicated there were no lakes owned by the CDD in which a privately owned fountain existed.

Mr. Donoho felt the point was to facilitate the sale of the lots in the subject area, wondering if there was a problem with the particular association being responsible for the maintenance of the proposed fountain.

Mr. Byal replied it was difficult for the association under the present arrangement to gain access without all the issues related to the use of CDD property.

Mr. Refkin wished to know if the cost involved was negligible.

Mr. Cusmano queried the size of the proposed fountain.

Mr. Byal responded the fountain would be any size the CDD desired.

Mr. Cusmano thought the MDC needed to determine the size based on the extent of the noise they wished to mitigate.

Mr. Ward reiterated, as there was an existing aerator, replacing it with the fountain's aerator meant there would be a negligible difference in the cost to maintain the fountain.

Mr. Cusmano indicated the fountain's maintenance could be incorporated into the current Lake Masters agreement, directing them, possibly once every six months, to examine the structure to ensure there were no snails, etc., and clean out the fountain.

Mr. Hendershot asked about the lifespan of the aerator, asking if they were normally repaired or replaced.

Mr. Byal replied aerators were usually replaced, and the proposed fountain would be at the same cost and easy to maintain.

Dr. Herring asked where in the lake the fountain would be situated.

Mr. Byal responded the fountain would not be directly in the line of vision from the tee, it would be situated off to the right out of the scope of vision, but centered in the portion of the lake immediately behind the to-be-built units.

Dr. Herring questioned if the noise from the fountain would offset the noise from the I-75.

There was a general response of agreement that it would, as the fountain would be closer to the residential units than the highway.

Mr. Donoho asked if the fountain would be solar powered.

Mr. Cusmano said the fountain would use regular power.

Mr. Urbancic sought confirmation the Board would approve authorizing MDC to install a fountain with an aerator component, and at some point a bill of sale would be issued to the CDD, and the District would take over the fountain's maintenance.

Mr. Byal answered correct; MDC would coordinate with the District's operations staff for specifications, etc., so it was a matter of getting the Board to sign off, at which time the MDC would cover the cost of the fountain and its installation.

Mr. Ward summarized the motion would be to authorize MDC to install the fountain as proposed in Mr. Byal's letter included in the backup, and authorize District staff to approve the installation and accept the bill of sale when installation was completed.

Mr. Hendershot questioned if MDC was responsible for any installation costs.

Mr. Ward affirmed that to be correct.

On MOTION by Mr. Refkin and seconded by Dr. Herring, with all in favor of approving the request by Miromar Development Corporation/WCI Communities to install a fountain in the lake to the north of Porto Romano, subject to District staff approval.

* * *

There was a general Board discussion on the County's and CDD's involvement in shoreline stabilization and the responsibility of addressing long-term maintenance issues.

FOURTH ORDER OF BUSINESS

Staff Reports

a. Attorney

Mr. Urbancic updated the Board regarding the berm discussed at the previous meeting, noting he spoke to the adjacent developer, and they sent him a draft for a temporary easement, so the CDD could traverse his property. They would report to the Board on the matter when any progress was made.

Mr. Cusmano noted the property owner had yet to return his call to indicate he received the document. There was an FP&L easement that ran back there as well, and they allowed the District to cut the existing lock and put a new lock on, and Estate Landscaping tried and were unable to access the area with a truck, so they would look for another access point. He stated the reason they were getting a signed temporary agreement with the property owner was as a backup if there was an issue. The FP&L easement was about 200 yards, so District staff would pursue getting temporary easement at both access points.

b. Engineer

Mr. Krebs reminded the Board a few months prior he informed them that Lee County was looking into getting utility easements across the golf course for a force main expansion. County staff later stated they were considering taking the easements through eminent domain, and he was unsure about the outcome, as they had to get easements from the CDD. He thought County staff got backed into a corner and was using the eminent domain threat as a way to get Miromar to go to the County Commission for additional funding for the project.

Mr. Hendershot asked what public purpose was served by the eminent domain intention of the County, wondering if it was the sewer.

Mr. Krebs affirmed this to be the case, as they were trying to install a parallel force main that would provide increased capacity to service FGCU's expansion; as the University grew, the existing main could not satisfy the increased demands. Both mains would remain in operation; using the drawing provided in the backup, he showed the Board the path of the existing and proposed mains.

Mr. Donoho sought clarification as to why the County was considering the use of eminent domain to acquire the easement.

Mr. Krebs replied FGCU was pushing for the acquisition of the easements, and as they went through the budget process and the estimated project costs were revealed, they did not want to increase the University's budget to accommodate the entire cost. As it was described to him, it appeared the University was waiting for someone to go to the County Commissioners and cry foul, so the Commission would push for additional funding.

A male speaker asked if the County was asking for the property to be donated or was somebody holding out.

Mr. Krebs understood County staff was giving Miromar time to respond to their threat of eminent taking, though the County originally requested additional easements from Miromar. Miromar told the County the way they wished the transaction to go forward in terms of the impacts and costs, and it was at that point that negotiations seemed to stall.

There was a general discussion on the location of the area that the County desired for the easements, using the backup to show the location of the golf course, berms, property for the new easements, etc. Before the County began any work, the CDD needed drawings of the intended work, pointing out the area that the CDD needed to worry about.

Mr. Ward asked about the timing of the work.

Mr. Krebs responded he was unsure of the timing but thought to bring the matter to the Board, as he did not know how quickly the County could move on the project.

Dr. Herring observed that outside of a few areas, the CDD had little to say about the areas that were Miromar Lakes property other than voice objections.

Mr. Hendershot questioned if it was better for the District to let the County go to eminent domain, as recent cases moved toward market value in terms of compensating the person(s) impacted by the government taking land. He was unsure of how such matters were handled in Florida.

Mr. Ward noted an eminent domain action meant the County took control of the property desired, regardless of its market value, and they got complete control over what the area would end up looking like. If the CDD could keep the easement and work out a deal with the County from which all parties could benefit, this was the best case scenario for the District, and the area seemed to be a prime, public area for the residents.

Mr. Krebs believed the County was not going to take possession of the property, rather they were going to force the easement rights, leaving the ownership with the CDD.

Mr. Ward reiterated the CDD could vigilantly monitor the areas the District controlled, questioning if there was any action required of the Board at present.

Dr. Herring thought no action was required at present by the Board.

Mr. Hendershot continued to question the County's move from requesting the easement to threatening eminent domain, wondering if the District did or said anything to warrant such action by the County.

Mr. Krebs said there were two County attorneys involved in the negotiations; the first attorney suggested the parties give an estimate of what all the upfront costs and he would look into the various financial sources available. However, that attorney left for a new position, and the attorney who replaced him stated they would go with the cheaper option and gave an estimate of what the costs should be; anything above their estimate was not the County's to assume. He noted it was at this point that negotiations broke down.

Mr. Hendershot inquired if the same people would be involved in the approval/disapproval request for the zoning exception on the Ravena property.

Mr. Krebs answered no, those persons would have no input in any type of special exception, exemption, variance or deviation that would be filed with the County on increasing the linear footage of the hard shoreline; one should not affect the other.

Mr. Donoho questioned if anyone looked into other alternatives that did not entail coming through the middle of the golf course.

Mr. Krebs replied they had not; there was an existing recorded easement that predated Mirormar's existence. The predecessor to Lee County Utilities, Gulf Environmental Systems (GES) installed the force main and recorded the easement, knowing that FGCU was coming and had to supply sanitary infrastructure, and this was the only way to do it.

Mr. Hendershot asked if they could use the existing easement.

Mr. Krebs replied they were requesting more width, so they could put in that parallel line and have more room for maintenance if any was needed. Due to the location of the plant, it was not feasible to go in any other direction than right across the golf course.

Mr. Ward remarked this is apparently a money issue and who paid for the restoration costs; this was where the subject process was ending up.

Mr. Krebs stated when the County began its work, it would be at the busiest time.

Mr. Refkin asked why Mike Elgin had not attended the meeting to give the Board an explanation, in light of what was happening with the County.

Mr. Krebs indicated Mr. Elgin had planned to attend the meeting but was unable to.

c. Asset Manager

I. Status Report on Operations

Mr. Cusmano referred to his report provided in the backup, stating in the lake maintenance, the grass carp program was working well. He spoke to a representative from Game & Wild Life who indicated everything was working well, and nothing was needed for at least another year, so there were no associated costs. He noticed since first driving around the District that, in general, there was some natural growth within the lakes, and Lake Masters took care of most of that, though there were some areas they did not touch. Some areas needed to be cleaned out, as when the District went to low water, that vegetation grew. He would put together a budget of costs for the next fiscal year, but it was not an emergency situation; the bulrush was an area by the back side of the golf course, and he took some pictures. A revised cost would be prepared for spraying and removing them, and maintaining that area.

There were other bulrushes throughout the property along the golf course that could be left alone, as it looked good out there and blocked no one's view.

Mr. Krebs asked if the bulrushes to be removed was by Sienna.

Mr. Cusmano affirmed it was, between Sienna and Bellavista.

A male speaker asked if only the bulrushes would be removed.

Mr. Cusmano answered yes, the other plants would remain. On the issue of storm water, he received the plans from Mr. Krebs and sent them out to another subcontractor for pricing; MRI lowered their price from \$1,200 to \$800, but he would give Mr. Ward two prices for the budget. He said the work did not need to start until after summer when it began to

dry out, and there was likely to be about three weeks of inspection based on the plans from Mr. Krebs. He foresaw no problems, other than that there were two neighborhoods with plants on their homeowners' site dropping into CDD property, and when those complaints came in, the CDD had to notify them to clean out their area. Vivaldi was an area on which he received a notice.

He spoke with the field staff by the marina, and everything had been cleaned out where construction was taking place.

Mr. Hendershot questioned if the District should look at readdressing the Lake Masters agreement, as there were numerous questions raised at the last meeting about whether or not there should be chemical spraying anymore. Such services were covered by their original contract price, but at that time, the Board did not feel a revision was necessary.

Mr. Cusmano stated he spoke with Bill Kurth and Ken Coleman earlier in the day and toured the area, and he questioned the growth in the area and what directives they had been given. Every time they were told to remove something and to keep it removed, that order stayed in their contract, so when they were asked to spray some of the areas they maintained, that practice continued. He noted, in driving around the project, he counted eight areas for people to fish, and the maintenance staff went in, cleared and sprayed them, and the CDD was not billed additionally, CDD though it cost them to do the additional work. The new directive to them was to clear up the bulrush and keep spraying that area.

He did not recommend changing Lake Masters, as he had them on other projects, and Mr. Coleman had been with the District a long time, he knew all the residents and the areas to spray, and he informed District staff when there was a problem.

Mr. Ward recalled the Lake Masters contract was roughly \$90,000 a year for both the lake and the wetland system; that contract was due to expire in June 2014. He spoke with them to discover if they were amenable to a three-year extension at the existing contract prices they kept in place for close to six years, and they agreed to the extension. The revised agreement would be placed on the Board's March agenda, and in his discussions with them, the biggest cost in their contract was dealing with the Hydrilla problem that was now addressed by the grass carp. Lake Masters said the presence of the carp significantly reduce their costs for the sonar, etc. He recommended that the Board consider extending the Lake Masters contract for another three years at their current prices.

Mr. Cusmano continued his presentation, discussing landscape irrigation and noting they went through some of the areas, as there was a complaint about the area by I-75 by San Marino. He looked at the area, as residents were complaining about the lack of maintenance; this was still a construction area, though there was a freeze about two years ago, and the coco plum hedges died, were cleared out and not replaced. As they were in the construction area that was likely to be torn up, he saw no reason to plant anything in that area until the construction was finished. He asked the contractor clean up the tree branches and trim where needed, and they cut the areas around the golf course.

He would put together some costs for the upcoming budget in June. He wished to address issues that had been going on for two years: other planting, sprinkler repairs, and the ongoing damage at Ben Griffin for which he would approach the Department of Transportation (DOT) and the County to install a six-inch curb. Vehicles were tearing up the area, damaging the sprinklers, posing a constant expense the District.

A male speaker noted even the County parked its vehicles in the subject area.

Mr. Cusmano concurred, stating he spoke to the County staff about that, including fire and police department personnel. In his most recent drive through of the area, he checked bubblers and aerators and could not find some of them; three were out, though if one was switched out with the aforementioned fountain, only two would be out. He asked State to give him a cost to replace the two aerators, noting it was an age issue, as they used small motors generally lasting three to five years. They were difficult to maintain, particularly if they became clogged with snails, etc., and the life span depended on the quality of the equipment.

II. Request to replace pump station that supplies irrigation to the District's landscaped areas

Mr. Cusmano stated that the Hoover pump issue was that the pump was deteriorating, and the District needed to replace it, as it was barely holding together, and if that pump went out, the District would lose its irrigation. This was pump six located at the back end of the District, directing the Boards attention to its location on the map provided in the backup.

Mr. Ward mentioned, since coming to work for the District, the CDD had been paying for repairs to pump six; he received field reports from Hoover, and he checked to ensure the CDD did that previously and found it had. He assumed the District owned the pumps.

Mr. Krebs commented they were the median irrigation pumps, and their maintenance was part of the District's agreement with the County.

Mr. Ward understood they were the pumps used to irrigate the District's landscaping program.

There was a general discussion on the location of the irrigation pumps in the District, and Mr. Krebs indicated that he would provide the Board with a map at the next meeting illustrating the landscaped areas and the associated irrigation system.

Dr. Herring asked if the proposal was for close to \$10,000.

Mr. Cusmano affirmed it was.

Mr. Hendershot noted though only one pump was in need of repair, he questioned the status of the other pumps.

Mr. Cusmano responded four months ago the other pumps were found to be functioning fine; Hoover pumps were purchased for the project, and Hoover was the only vendor that could manage and service their pumps.

Mr. Hendershot asked if a pump needed to be replaced, was it possible to use another brand as a replacement.

Mr. Cusmano answered yes, but if only one pump was to be replaced, it was better to stay with a Hoover pump, since there were so many other Hoover pumps on the property, and the service agreement on one pump of another brand would not outweigh the cost.

Mr. Ward pointed out the subject item was not a budgeted item and was over his authorization limit. The District had a budget of \$80,500 for aquatic weed control, that includes a \$15,000 contingency, so he suggested reducing the line item by \$10,800, and create a line item for the proposed expense in the well system and budget for it there. He would do the budget amendment and place it on the Board's next agenda for consideration, and if the Board wished the work to begin as soon as possible, the Board could authorize the work and he would follow up with the budget amendment.

Mr. Hendershot noted the backup stated the cost for electrical service, irrigation controller and permits were not included, and Hoover was not responsible for any damage to

the landscape or hardscape during removal and installation. He wondered what those costs might be.

Mr. Cusmano replied that was just a general note, as there was usually no problems when the workers used a tractor to remove the old equipment; thus far there had been no damage on other projects. No permits were needed, as the pumps were just being switched out, and with the electric service, State would reconnect the electric after the installation of the pump.

Mr. Hendershot asked if these costs were all-in-costs.

Mr. Ward understood the estimate was an all-in cost, with no intention of going over the \$10,800.

Mr. Hendershot asked if Hoover was a local vendor.

Mr. Cusmano responded they were located in Pompano Beach, Florida, and the District paid \$1,100 for each pump and service call, and they came out quarterly to check the pumps.

Mr. Hendershot asked if they were all irrigation pumps.

Mr. Gusmano assured the Board the fee was worth every penny on every pump.

Mr. Hendershot wondered about the irrigation system Mr. Byal suggested Miromar Development would transfer to the CDD.

Mr. Ward stated that was the overall utility system and was unrelated to the subject item. This was a good decision, as in terms of the overall look and feel of the community, maintaining it at its current level retained or raised property values higher than those of the surrounding communities.

On MOTION by Mr. Hendershot and seconded by Mr. Refkin, with all in favor of approving the request to replace the pump station that supplied irrigation to the District's landscaped areas as stated above.

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Mr. Krebs mentioned Mr. Elgin sent him a copy of a letter he received from the Army Corp of Engineers dated January 31, 2014, stating they did an inspection of mitigation area #4, the area south of Ben Hill Griffin, south of San Marino. During their inspection, they saw

an increased level of exotics and a die off of plants. He contacted Park Lewis, who did the environmental for the District, sent him a copy of the letter, and Mr. Lewis contacted the Army Corp and discussed the matter. The response he received from Mr. Lewis was that it was much ado about nothing, and the maintenance staff would get to the area, spray and take care of the exotics, doing it quarterly or biannually, as the District desired.

Mr. Cusmano affirmed Mr. Lewis already contacted a vendor and got the cost to do the work, and a reinspection would be done when the work was finished.

Mr. Krebs mentioned meeting with David at Johnson Engineering, and the District was up-to-date on everything, forms were filled out and sent back to ensure everything was in order. Class started in April 1 and 2, and he would be going, as well as staff from Lake Masters and Estate Planning, and he would contact Mr. Elgin to see if someone from Miromar Lakes would attend. He explained the class taught what action to take if something was found dumped in the lakes, how to report it, even if nothing was found and monthly reports were submitted, it showed the District as being proactive. He would send Mr. Ward the update on the financials. The MPDES report would be in by March 15, which meant the District would be on time with its reporting for the period 2012/2013, October to October.

d. District Manager

I. Update – Series 2003 pay down by Miromar Development for density changes

- i. Miromar Development has currently indicated they plan to buy down the Series 2003 Bonds for density reductions in the development - the total buy down is \$1,099,402.89 and will occur in time to repay debt on May 1, 2014.**

Mr. Ward referred to the backup information prepared by Alice Carlson, commenting if Miromar chose to move forward, they would make the payment to the CDD no later than March 15, 2014, but there was no obligation for them to do so at present. As I understand, they planned on making the payment to the CDD, and that would result in a March 15 infusion of cash and a reduction of \$1.1 million in bonds on May 1, 2014 when the District called its bonds in 2014. Thus, there would be a large prepayment on the District's financials of \$1.1 million in bonds for the Series 2003 issue.

Mr. Byal said, from a business perspective, periodically, they went through and looked at the current density utilization and the planning in the short term compared to what

was originally forecasted when the bonds were issued; that was 2003 in the current case. Due to the MDC's ongoing reduction in the density they were building compared to what was originally planned, they concluded through the peninsula development they would produce fewer units that were necessary to layoff portions of the bond. At the inception of the bond it was a good interest rate, but the current rate was at a much higher interest rate than their internal borrowing, so it made sense for them to relieve that debt that, ultimately, was their obligation. He noted they could relieve it early to reduce the interest rate for the company.

This was their motivation to pay down the 2003 bond if they knew there was no unit to take a portion of that debt.

Mr. Ballinger asked if Mirormar Development's reason was due to a project they decided not to do.

Mr. Byal responded just in general, all the projects desired a lower density community, and those led to reductions of the initial assumptions made for the project when the bonds were first issued, and it was likely to be an ongoing process. They hoped it would provide value to the community, as they continued to down zone the future development.

Mr. Donoho asked about the reduction from the original plan for 2,200 units,

Mr. Byal replied they were down to a total of 1,650 units.

Mr. Hendershot asked what other ramifications the reduction in the number of units might lead to, as the District's assessment rates were based on a certain number of units.

Mr. Ward commented, as far as the capital assessments were concerned, the reduction had no effect on what existing, individual homeowners pay for their capital portion of the assessment, which was 90 plus percent of the District's total assessment. Thus, the only effect of the reduction in density was an increase in the District's general fund assessment; so whatever residents paid annually would increase as a result of the reduction in the subject assessments, as mentioned by Alice about the denominator changes. The District's upcoming budget would show the assessment rates increase, and one of the increases would be due to this reduction in density.

Mr. Dohono asked, on a percentage basis, how much would individual assessments increase as a result of the reduction in units.

Mr. Byal indicated a ten percent reduction in units was MDC's proposal.

Mr. Ward responded the current assessment was roughly \$344 per unit using 2,320 and 2,100 units, but the number did not go down to 1,600 units.

Mr. Byal concurred, stating the reduction pertained only to residential units, and the 2003 bond included all CDD property, including the entrance and other undeveloped tracts that would never be a part of the Miromar Lakes community proper.

Mr. Ward felt there would be about a five percent increase, as the number would go down from 2,300 to 2,200, which was about a seven percent increase.

Mr. Byal stated from a Board standpoint, it showed the bondholders the integrity of their collateral and it would be kept current.

II. Update Financial Statement – January 31, 2014

Mr. Ward stated the District’s financials were in good shape thus far, and the big item would be the prepayment the District has in May on the 2003 bonds in the amount of \$1.1 million that would be funded by the reduction in the assessments from MDC. Operationally, the District was fine, cash flow was satisfactory, and the assessment collections was at roughly 90 percent as of the end of January, just short of where he thought it should be, but the District usually caught up in February and March.

II. Fiscal Year 2014 – Agenda Schedule

Mr. Ward mentioned in the memo he sent to the Board, he spoke about the date change of the March meeting, as he was going on vacation the date set for the meeting. He referred to the two dates noted in the backup from which the Board could choose, letting him know if there was a conflict. The date options were either the 11th or 12th of March instead of the 13th. He received a Board consensus to move the March meeting to Tuesday the 11th of March at 2:00 p.m. Mr. Ward reiterated the Lake Masters contract expired in June 2014, and based on the discussion earlier in the meeting, he would have a contract amendment prepared for the Board to consider at the March meeting. He would prepare a budget amendment for the Hoover pump issue as mentioned earlier.

FIFTH ORDER OF BUSINESS

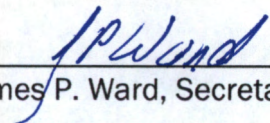
**Supervisor’s
Comments Requests/Audience**

No discussion.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Refkin, seconded by Mr. Hendershot, with all in favor of adjourning at 3:25 p.m.


James P. Ward, Secretary


Mike Hendershot, Chairman